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RECORDS OF THE UNITED STATES

NUERNBERG WAR CRIMES TRIALS

UNITED STATES OF AMERICA v. CARL KRAUCH ET AL. (CASE VI)

AUGUST 14, 1947-JULY 30, 1948

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Defense Document Books

Ilgner(part), 6-12B Supplement

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THE NATIONAL ARCHIVES
NATIONAL ARCHIVES AND RECORDS SERVICE
GENERAL SERVICES ADMINISTRATION

WASHINGTON: 1976

INTRODUCTION

On the 113 rolls of this microfilm publication are reproduced the records of Case VI, United States of America v. Carl Krauch et al. (I. G. Farben Case), 1 of the 12 trials of war criminals conducted by the U.S. Government from 1946 to 1949 at Nuernberg subsequent to the International Military Tribunal (IMF) held in the same city. These records consist of German- and Englishlanguage versions of official transcripts of court proceedings, prosecution and defense briefs and statements, and defendants' final pleas as well as prosecution and defense exhibits and document books in one language or the other. Also included are minute books, the official court file, order and judgment books, clemency petitions, and finding aids to the documents.

The transcripts of this trial, assembled in 2 sets of 43 bound volumes (1 set in German and 1 in English), are the recorded daily trial proceedings. Prosecution statements and briefs. are also in both languages but unbound, as are the final pleas of the defendants delivered by counsel or defendants and submitted by the attorneys to the court. Unbound prosecution exhibits, numbered 1-2270 and 2300-2354, are essentially those documents from various Muernberg record series, particularly the NI (Nuernberg Industrialist) Series, and other sources offered in evidence by the prosecution in this case. Defense exhibits, also unbound, are predominantly affidavits by various persons. They are arranged by name of defendant and thereunder numerically, along with two groups of exhibits submitted in the general interest of all defendants. Both prosecution and defense document books consist of full or partial translations of exhibits into English. Loosely bound in folders, they provide an indication of the order in which the exhibits were presented before the tribunal.

Minute books, in two bound volumes, summarize the transcripts. The official court file, in nine bound volumes, includes the progress docket, the indictment, and amended indictment and the service thereof; applications for and appointments of defense counsel and defense witnesses and prosecution comments thereto; defendants' application for documents; motions and reports; uniform rules of procedures; and appendixes. The order and judgment books, in two bound volumes, represent the signed orders, judgments, and opinions of the tribunal as well as sentences and commitment papers. Defendants' clemency petitions, in three bound volumes, were directed to the military governor, the Judge Advocate General, and the U.S. District Court for the District of Columbia. The finding aids summarize transcripts, exhibits, and the official court file.

Case VI was heard by U.S. Military Tribunal VI from August 14, 1947, to July 30, 1948. Along with records of other Nuernberg

and Far East war crimes trials, the records of this case are part of the National Archives Collection of World War II War Crimes Records, Record Group 238.

The I. G. Farben Case was 1 of 12 separate proceedings held before several U.S. Military Tribunals at Nuernberg in the U.S. Zone of Occupation in Germany against officials or citizens of the Third Reich, as follows:

Case No.	United States v.	Popular Name	No. of Defendants
1	Karl Brandt et al.	Medical Case	23
2	Erhard Milch	Milch Case (Luftwaffe)	1
3	Josef Altstoetter et al.	Justice Case	16
4	Oswald Pohl et al.	Pohl Case (SS)	18
5	Friedrich Flick et al.	Flick Case (Industrialist)	6
6	Carl Krauch et al.	I. G. Farben Case (Industrialist)	24
7	Wilhelm List et al.	Hostage Case	12
8	Vlrich Greifelt et al.	RuSHA Case (SS)	14
9	Otto Ohlendorf et al.	Einsatzgruppen Case (SS)	24
10	Alfried Krupp et al.	Krupp Case (Industrialist)	12
11	Ernst von Weizsaecker et al.	Ministries Case	21
12	Wilhelm von Leeb et al.	High Command Case	14

Authority for the proceedings of the IMT against the major Nazi war criminals derived from the Declaration on German Atrocities (Moscow Declaration) released November 1, 1943; Executive Order 9547 of May 2, 1945; the London Agreement of August 8, 1945; the Berlin Protocol of October 6, 1945; and the IMT Charter.

Authority for the 12 subsequent cases stemmed mainly from Control Council Law 10 of December 20, 1945, and was reinforced by Executive Order 9679 of January 16, 1946; U.S. Military Government Ordinances 7 and 11 of October 18, 1946, and February 17, 1947, respectively; and U.S. Forces, European Theater General Order 301 of October 24, 1946. Procedures applied by U.S. Military Tribunals in the subsequent proceedings were patterned after those of the IMT and further developed in the 12 cases, which required over 1,200 days of court sessions and generated more than 330,000 transcript pages.

Formation of the I. G. Farben Combine was a stage in the evolution of the German chemical industry, which for many years led the world in the development, production, and marketing of organic dyestuffs, pharmaceuticals, and synthetic chemicals. To control the excesses of competition, six of the largest chemical firms, including the Badische Anilin & Soda Fabrik, combined to form the Interessengemeinschaft (Combine of Interests, or Trust) of the German Dyestuffs Industry in 1904 and agreed to pool technological and financial resources and markets. The two remaining chemical firms of note entered the combine in 1916. In 1925 the Badische Anilin & Soda Fabrik, largest of the firms and already the majority shareholder in two of the other seven companies, led in reorganizing the industry to meet the changed circumstances of competition in the post-World War markets by changing its name to the I. G. Farbenindustrie Aktiengesellschaft, moving its home office from Ludwigshafen to Frankfurt, and merging with the remaining five firms.

Farben maintained its influence over both the domestic and foreign markets for chemical products. In the first instance the German explosives industry, dependent on Farben for synthetically produced nitrates, soon became subsidiaries of Farben. Of particular interest to the prosecution in this case were the various agreements Farben made with American companies for the exchange of information and patents and the licensing of chemical discoveries for foreign production. Among the trading companies organized to facilitate these agreements was the General Anilin and Film Corp., which specialized in photographic processes. The prosecution charged that Farben used these connections to retard the "Arsenal of Democracy" by passing on information received to the German Government and providing nothing in return, contrary to the spirit and letter of the agreements.

Farben was governed by an Aufsichtsrat (Supervisory Board of Directors) and a Vorstand (Managing Board of Directors). The Aufsichtsrat, responsible for the general direction of the firm, was chaired by defendant Krauch from 1940. The Vorstand actually controlled the day-to-day business and operations of Farben. Defendant Schmitz became chairman of the Vorstand in 1935, and 18 of the other 22 original defendants were members of the Vorstand and its component committees.

Transcripts of the I. G. Farben Case include the indictment of the following 24 persons:

Otto Ambros: Member of the Vorstand of Farben; Chief of Chemical Warfare Committee of the Ministry of Armaments and War Production; production chief for Buna and poison gas; manager of Auschwitz, Schkopau, Ludwigshafen, Oppau, Gendorf, Dyhernfurth, and Falkenhagen plants; and Wehrwirtschaftsfuehrer.

- Max Brueggemann: Member and Secretary of the Vorstand of Farben; member of the legal committee; Deputy Plant Leader of the Leverkusen Plant; Deputy Chief of the Sales Combine for Pharmaceuticals; and director of the legal, patent, and personnel departments of the Works Combine, Lower Rhine,
- Ernst Buergin: Member of the Vorstand of Farben; Chief of Works Combine, Central Germany; Plant Leader at the Bitterfeld and Wolfen-Farben plants; and production chief for light metals, dyestuffs, organic intermediates, plastics, and nitrogen at these plants.
- Heinrich Buetefisch: Member of the Vorstand of Farben; manager of Leuna plants; production chief for gasoline, methanol, and chlorine electrolysis production at Auschwitz and Moosbierbaum; Wehrwirtschaftsfuehrer; member of the Himmler Freundeskreis (circle of friends of Himmler); and SS Obersturmbannfuehrer (Lieutenant Colonel).
- Walter Duerrfeld: Director and construction manager of the Auschwitz plant of Farben, director and construction manager of the Monowitz Concentration Camp, and Chief Engineer at the Leuna plant.
- Fritz Gajewski: Member of the Central Committee of the Vorstand of Farben, Chief of Sparte III (Division III) in charge of production of photographic materials and artificial fibers, manager of "Agfa" plants, and Wehrwirtschaftsfuehrer.
- Heinrich Gattineau: Chief of the Political-Economic Policy Department, "WIPO," of Farben's Berlin N.W. 7 office; member of Southeast Europe Committee; and director of A.G. Dynamit Nobel, Pressburg, Czechoslovakia.
- Paul Haefliger: Member of the Vorstand of Farben; member of the Commercial Committee; and Chief, Metals Departments, Sales Combine for Chemicals.
- Erich von der Heyde: Member of the Political-Economic Policy Department of Farben's Berlin N.W. 7 office, Deputy to the Chief of Intelligence Agents; SS Hauptsturmfuehrer, and member of the WI-RUE-AMT (Military Economics and Armaments Office) of the Oberkommando der Wehrmacht (OKW) (High Command of the Armed Forces).
- Heinrich Hoerlein: Member of the Central Committee of the Vorstand of Farben; chief of chemical research and development of vaccines, sera, pharmaceuticals, and poison gas; and manager of the Elberfeld Plant.

- Max Ilgner: Member of the Vorstand of Farben; Chief of Farben's Berlin N.W. 7 office directing intelligence, espionage, and propaganda activities; member of the Commercial Committee; and Wehrwirtschaftsfuehrer.
- Friedrich Jaehne: Member of the Vorstand of Farben; chief engineer in charge of construction and physical plant development; Chairman of the Engineering Committee; and Deputy Chief, Works Combine, Main Valley.
- August von Knieriem: Member of the Central Committee of the Vorstand of Farben; Chief Counsel of Farben; and Chairman, Legal and Patent Committees.
- Carl Krauch: Chairman of the Aufsichtsrat of Farben and Generalbevollmaechtigter fuer Sonderfragen der Chemischen Erzeugung (General Plenipotentiary for Special Questions of Chemical Production) on Goering's staff in the Office of the 4-Year Plan.
- Hans Kuehne: Member of the Vorstand of Farben; Chief of the Works Combine, Lower Rhine; Plant Leader at Leverkusen, Elberfeld, Uerdingen, and Dormagen plants; production chief for inorganics, organic intermediates, dyestuffs, and pharmaceuticals at these plants; and Chief of the Inorganics Committee.
- Hans Kugler: Member of the Commercial Committee of Farben; Chief of the Sales Department Dyestuffs for Hungary, Rumania, Yugoslavia, Greece, Bulgaria, Turkey, Czechoslovakia, and Austria; and Public Commissar for the Falkenau and Aussig plants in Czechoslovakia.
- Carl Lautenschlaeger: Member of the Vorstand of Farben; Chief of Works Combine, Main Valley; Plant Leader at the Hoechst, Griesheim, Mainkur, Gersthofen, Offenbach, Eystrup, Marburg, and Neuhausen plants; and production chief for nitrogen, inorganics, organic intermediates, solvents and plastics, dyestuffs, and pharmaceuticals at these plants.
- Wilhelm Mann: Member of the Vorstand of Farben, member of the Commercial Committee, Chief of the Sales Combine for Pharmaceuticals, and member of the SA.
- Fritz ter Meer: Member of the Central Committee of the Vorstand of Farben; Chief of the Technical Committee of the Vorstand that planned and directed all of Farben's production; Chief of Sparte II in charge of production of Buna, poison gas, dyestuffs, chemicals, metals, and pharmaceuticals; and Wehrwirtschaftsfuehrer.

Heinrich Oster: Member of the Vorstand of Farben, member of the Commercial Committee, and manager of the Nitrogen Syndicate.

Hermann Schmitz: Chairman of the Vorstand of Farben, member of the Reichstag, and Director of the Bank of International Settlements.

Christian Schneider: Member of the Central Committee of the Vorstand of Farben; Chief of Sparte I in charge of production of nitrogen, gasoline, diesel and lubricating oils, methanol, and organic chemicals; Chief of Central Personnel Department, directing the treatment of labor at Farben plants; Wehrwirtschaftsfuehrer; Hauptabwehrbeauftragter (Chief of Intelligence Agents); Hauptbetriebsfuehrer (Chief of Plant Leaders); and supporting member of the Schutzstaffeln (SS) of the NSDAP.

Georg von Schnitzler: Member of the Central Committee of the Yorstand of Farben, Chief of the Commercial Committee of the Vorstand that planned and directed Farben's domestic and foreign sales and commercial activities, Wehrwirtschaftsfuehrer (Military Economy Leader), and Hauptsturmfuehrer (Captain) in the Sturmabteilungen (SA) of the Nazi Party (NSDAP).

Carl Wurster: Member of the Vorstand of Farben; Chief of the Works Combine, Upper Rhine; Plant Leader at Ludwigshafen and Oppau plants; production chief for inorganic chemicals; and Wehrwirtschaftsfuehrer.

The prosecution charged these 24 individual staff members of the firm with various crimes, including the planning of aggressive war through an alliance with the Nazi Party and synchronization of Farben's activities with the military planning of the German High Command by participation in the preparation of the 4-Year Plan, directing German economic mobilization for war, and aiding in equipping the Nazi military machines. The defendants also were charged with carrying out espionage and intelligence activities in foreign countries and profiting from these activities. They participated in plunder and spoliation of Austria, Czechoslovakia, Poland, Norway, France, and the Soviet Union as part of a systematic economic exploitation of these countries. The prosecution also charged mass murder and the enslavement of many thousands of persons particularly in Farben plants at the Auschwitz and Monowitz concentration camps and the use of poison gas manufactured by the firm in the extermination

¹The trial of defendant Brueggemann was discontinued early during the proceedings because he was unable to stand trial on account of ill health.

of millions of men, women, and children. Medical experiments were conducted by Farben on enslaved persons without their consent to test the effects of deadly gases, vaccines, and related products. The defendants were charged, furthermore, with a common plan and conspiracy to commit crimes against the peace, war crimes, and crimes against humanity. Three defendants were accused of membership in a criminal organization, the SS. All of these charges were set forth in an indictment consisting of five counts.

The defense objected to the charges by claiming that regulations were so stringent and far reaching in Nazi Germany that private individuals had to cooperate or face punishment, including death. The defense claimed further that many of the individual documents produced by the prosecution were originally intended as "window dressing" or "howling with the wolves" in order to avoid such punishment.

The tribunal agreed with the defense in its judgment that none of the defendants were guilty of Count I, planning, preparation, initiation, and waging wars of aggression; or Count V, common plans and conspiracy to commit crimes against the peace and humanity and war crimes.

The tribunal also dismissed particulars of Count II concerning plunder and exploitation against Austria and Czechoslovakia. Eight defendants (Schmitz, von Schnitzler, ter Meer, Buergin, Haefliger, Ilgner, Oster, and Kugler) were found guilty on the remainder of Count II, while 15 were acquitted. On Count III (slavery and mass murder), Ambros, Buetefisch, Duerrfeld, Krauch, and ter Meer were judged guilty. Schneider, Buetefisch, and von der Heyde also were charged with Count IV, membership in a criminal organization, but were acquitted.

The tribunal acquitted Gajewski, Gattineau, von der Heyde, Hoerlein, von Knieriem, Kuehne, Lautenschlaeger, Mann, Schneider, and Wurster. The remaining 13 defendants were given prison terms as follows:

Name	Length of Prison Term (years)
Ambros	8
Buergin	2
Buetefisch	6
Duerrfeld	8
Haefliger	2
Ilgner	3
Jaehne	1 1/2
Krauch	6
Kugler	1 1/2
Oster	2
Schmitz	4
von Schnitzler	4 5
ter Meer	7 .

All defendants were credited with time already spent in custody.

In addition to the indictments, judgments, and sentences, the transcripts also contain the arraignment and plea of each defendant (all pleaded not guilty) and opening statements of both defense and prosecution.

The English-language transcript volumes are arranged numerically, 1-43, and the pagination is continuous, 1-15834 (page 4710 is followed by pages 4710(1)-4710(285)). The German-language transcript volumes are numbered la-43a and paginated 1-16224 (14a and 15a are in one volume). The letters at the top of each page indicate morning, afternoon, or evening sessions. The letter "C" designates commission hearings (to save court time and to avoid assembling hundreds of witnesses at Nuernberg, in most of the cases one or more commissions took testimony and received documentary evidence for consideration by the tribunals). Two commission hearings are included in the transcripts: that for February 7, 1948, is on pages 6957-6979 of volume 20 in the English-language transcript, while that for May 7, 1948, is on pages 14775a-14776 of volume 40a in the German-language transcript. In addition, the prosecution made one motion of its own and, with the defense, six joint motions to correct the English-language transcripts.. Lists of the types of errors, their location, and the prescribed corrections are in several volumes of the transcripts as follows:

First Motion of the Prosecution, volume 1
First Joint Motion, volume 3
Second Joint Motion, volume 14
Third Joint Motion, volume 24
Fourth Joint Motion, volume 29
Fifth Joint Motion, volume 34
Sixth Joint Motion, volume 40

The prosecution offered 2,325 prosecution exhibits numbered 1-2270 and 2300-2354. Missing numbers were not assigned due to the difficulties of introducing exhibits before the commission and the tribunal simultaneously. Exhibits 1835-1838 were loaned to an agency of the Department of Justice for use in a separate matter, and apparently No. 1835 was never returned. Exhibits drew on a variety of sources, such as reports and directives as well as affidavits and interrogations of various individuals. Maps and photographs depicting events and places mentioned in the exhibits are among the prosecution resources, as are publications, correspondence, and many other types of records.

The first item in the arrangement of prosecution exhibits is usually a certificate giving the document number, a short description of the exhibits, and a statement on the location of the original document or copy of the exhibit. The certificate is followed by the actual prosecution exhibit (most are photostats,

but a few are mimeographed articles with an occasional carbon of the original). The few original documents are often affidavits of witnesses or defendants, but also ledgers and correspondence, such as:

Exhibit No.	Doc. No.	Exhibit No.	Doc. No.
322	NI 5140	1558	NI 11411
918	NI 6647	1691	NI 12511
1294	NI 14434	1833	NI 12789
1422	NI 11086	1886	NI 14228
1480	NI 11092	2313	NI 13566
1811	NI 11144	2233	STORESTO.

In rare cases an exhibit is followed by a translation; in others there is no certificate. Several of the exhibits are of poor legibility and a few pages are illegible.

Other than affidavits, the defense exhibits consist of newspaper clippings, reports, personnel records, Reichgesetzblatt excerpts, photographs, and other items. The 4,257 exhibits for the 23 defendants are arranged by name of defendant and thereunder by exhibit number. Individual exhibits are preceded by a certificate wherever available. Two sets of exhibits for all the defendants are included.

Translations in each of the prosecution document books are preceded by an index listing document numbers, biased descriptions, and page numbers of each translation. These indexes often indicate the order in which the prosecution exhibits were presented in court. Defense document books are similarly arranged. Each book is preceded by an index giving document number, description, and page number for every exhibit. Corresponding exhibit numbers generally are not provided. There are several unindexed supplements to numbered document books. Defense statements, briefs, pleas, and prosecution briefs are arranged alphabetically by defendant's surname. Pagination is consecutive, yet there are many pages where an "a" or "b" is added to the numeral.

At the beginning of roll 1 key documents are filmed from which Tribunal VI derived its jurisdiction: the Moscow Declaration, U.S. Executive Orders 9547 and 9679, the London Agreement, the Berlin Protocol, the IMT Charter, Control Council Law 10, U.S. Military Government Ordinances 7 and 11, and U.S. Forces, European Theater General Order 301. Pollowing these documents of authorization is a list of the names and functions of members of the tribunal and counsels. These are followed by the transcript covers giving such information as name and number of case, volume numbers, language, page numbers, and inclusive dates. They are followed by the minute book, consisting of summaries of the daily proceedings, thus providing an additional finding aid for the transcripts. Exhibits are listed in an index that notes the

type, number, and name of exhibit; corresponding document book, number, and page; a short description of the exhibit; and the date when it was offered in court. The official court file is summarized by the progress docket, which is preceded by a list of witnesses.

Not filmed were records duplicated elsewhere in this microfilm publication, such as prosecution and defense document books in the German language that are largely duplications of the English-language document books.

The records of the I. G. Farben Case are closely related to other microfilmed records in Record Group 238, specifically prosecution exhibits submitted to the IMT, T988; NI (Nuernberg Industrialist) Series, T301; NM (Nuernberg Miscellaneous) Series, M-936; NOKW (Nuernberg Armed Forces High Command) Series, T1119; NG (Nuernberg Government) Series, T1139; NP (Nuernberg Propaganda) Series, M942; WA (undetermined) Series, M946; and records of the Brandt case, M887; the Milch Case, M888; the Altstoetter case, M889; the Pohl Case, M890; the Flick Case, M891; the List case, M893; the Greifelt case, M894; and the Ohlendorf case, M895. In addition, the record of the IMT at Nuernberg has been published in the 42-volume Trial of the Major War Criminals Before the International Military Tribunal (Nuernberg, 1947). Excerpts from the subsequent proceedings have been published in 15 volumes as Trials of War Criminals Before the Muernberg Military Tribunal Under Control Council Law No. 10 (Washington). The Audiovisual Archives Division of the National Archives and Records Service has custody of motion pictures and photographs of all 13 trials and sound recordings of the IMT proceedings.

Martin K. Williams arranged the records and, in collaboration with John Mendelsohn, wrote this introduction.

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6-12B Supplement

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Case 6 Definse

TRIBUNAL VI

DOCUMENT BOOK VI

for

Dr. Max ILONER

the Defense Counsel
Dr. Herbert NATE
Attorney

Jourg



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affidavit of Fr. Gustav SCHLOTTER R, chief of the export department of the Reich Winistry of Economy on the nature and importance of the promotion of export. This was of national economic importance since the Reich Government leclined to join in the devaluation of the Dollar, Found Sterling and other currencies.

The German system of promoting experts, provided a fund from which the German export firm was paid the difference between none merket value and the reduced export price. The means for this fund had costly to be baised by German injustry which apportioned the costs to its members.

The Reich Ministry of Moonemy repeatedly asked Jermen economy to subsit proposals for an increase of export, bearing as the Plenipo-tentiary of the Year Year Plan considered export unnecessary. Jerman industry put up a fight against this leadly menage to Ferman export. The reason for doing so was stated to be, that export also served the interests of the Four Year Plan. "If this argument had not been used, exports would have drooped etill further in view of Georing's attitude and his dictatorial powers as Plenipotentiary of the Four Year Plan."

The bulk of German imports iid not consist of ememberts or raw materials estatish for amazents.

German exports very the reasonable means to procure with goods for Germany in a beaceful way, which was even confirmed to the Beich Ministry of Tecopoly by foreign stateamen.

This German promotion of amount was thus a means to avoid war and to guarantee peace.

Doc. Jo. Bon. Ho.

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affidavit of Earl ministry, assistant to SCHACET in the Emich Limitary of Boonomy. He describes the development of the emert-promotion-system. The substition granted by the state never exceeded the proportion of development of the importing countries or alternatively the competitive experting countries. The I.S. was essented with an exceptionally high amount for the expert-promotion-fund, to which they objected.

for establishing an emort-organism-for establishing an emort-organism-ford through industry did not originate with the I.J. or other circles of private scenery, but was launched by the Reice Ministry of Concar as a result of the Jersen export position at that time, at first the circles of private scenery - and sepacially the I.J. - opposed that when violently, since it meant an extraordinary financial burlan. To suppose that private scenery had a special interest in these peasures, is erroneous; it was ordered by the government.

92

Oxtract from the minutes of the 92ms menting of the working committee held on 31 June 1935 at Transfort/helm. Gobernat JON 177 reserved on the expert-production lovy.
"In future it will be necessary that majort transactions which are classified under the expert reliabling with scheme, be forced to an even greater extent."

10

93

Extract from the minutes of the 93rd meeting of the working committee, held on 3 September 1935, Scheinret SCHAIRZ reports on the export 1 97.

.13

94

Circular 1 ther by the Conomic Group
Consided Industry of 18 June 1935 to its
must re, with an order attached, dated
17 June 1935, come rains the apport
promotion lawy, ordered by the State, for
which an assusament similar to that for
taustion purposes was made, and payment
of which could be enforced by means of the
recovery procedure.

Loc. No. Em. .c.

Contanta

affiderit by Melter DIMINARD, chief of

DRIGG

95

the Compensation Department of I.S. Berlin NY 7, later on called Expert Promotion Deportment. The I.S. had a natural interest in econsoring their very important export business. For this remen and in view of the amount of amort levy clarged to the I.S., they ande considerable efforts to carry out those transactions which were dealt with unler the amount premotion scheme. The scope of the department Errort Pronotion is described, empecially the measures taken for divoloning Soys-cultivation in South-Jest Surope. The irregularities of the national erportpromotion-system through which particularly sino the I.G. had to enfor , as it was one of the biccost exporters, coused Dr. ILF The to voice his criticien in his monorandum on opport premotion. (Prosecution-Document FI-1570, Schibit 762, Decument Book 41, miliah prate 26, Persan nage 43), "Ye ero not concerned with a new export proportion plen or even an emport plan for the Gomen onon-ny", "Inc reference to the lour Year Plan in the heading of the newerardum was made so that the official authorities would per slower attention to the emlanatione".

24

96

Intermal letter of 1.3. Series EM 7 of 8
Forember 1940 on emport reinbursements.
The enclosure of the case lete shows the
emounts charged to the 1.3. from 1935 up
to 1840 within the scope of export-promotionscasures and the amounts they received as
export reinbursements.

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37

File note of the Director-to Repartment Tree of the I.S. Frankfurt-wein of 4 Angust 1934. Ministerialret SCHOTHERS of the Office Gooring has requested the I.G. to explain comprehensively inhowfer an increase of the export-volume of the I.S. could be achieved.

Doc. No. Jak. No. Contents pege

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Letter from the Export Promotion Department of I.S. Serlin IN 7 of 7 august 1937 to Directorate Repertment Dies in Frankfurt/ Main. Passing on definite orders of the Reich Ministry of Rosnowy and of the Staff of Seperaloberat Coering to the competent I.S. authorities with regard to the increase of export.

37

99 362 Prosecution Excess from the simutes of the meeting of the Commercial Committee/deals with the requests received by the I.C. from national authorities to consider additional measures in erior to achieve a further increase of I.C.'s erports.

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Excernt from the minutes of the meeting of the Commercial Committee held on 11 march 1938.
To cipher lit "Dr. von BONFITZEER and Dr. MEMBER report about the call made by the Reich Ministry of Economy and the Supervisory Office Chemistry (Pruefungastelle Chemis) to continue their unliminished afforts to maintain, or rather to increase, the volume of exports",
The Commercial Committee resolves to submit a report to the injectry about the position and the prospects of export business.

41

100

Affidavit of falter JELMAN, in which he expresses his point of view on the Prosecution Document FI-4453, Exhibit 769, Document Book 41, Inglish page 84, German page 142. The various requests addressed to the I.S. for an increase in their export had a very disturbing effect on the business. For this reason the I.S. endesvored to prove that they had already made exceptional efforts in this direction. "In order to free the I.S. from further requests of this kind, a schowhat eneggerated account of those endeavors by the I.S. was purposely given in such reports. This is proved by inlividual examples.

Loc. To. Exh. Fo.

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Treatise by the Economics Department of 25 hardh 1939 on "Foreign methods of export-promotion". In this report the Economics Department explains the measures for export-promotion taken by U.S.A., England, France and other countries, and the necessity for them considered from the national economy point of view.

45

103

Expert from the lecture bold by Dr. Max Hol. B on 28 January 1938 at the Institute for forld sconesy at the University of Miel on the surject! "Increase of export by participation to the industrialization of the world". Dr. ILGAR approves of the tendencies of inhistrialization, which have become apparante in countries supplying raw material and agricultural goods; and advocatos the support of those tendencies in the respective countries and the increase of the volume of world trade to be expected as a result thereof. r. ILG.53 stranne the importance of having good representatives abroad and in this resect points out nepocially the asample given by an 10-Sason firms, He takes - clear stand scalast colonimation tondencies and emphasizes that with rogard to joint foundations - tho indigenous partner is to receive the majority of the stocks.

I horsely cortify that all documents contained in this Document Book are v rhatin and true cooles of the documents submitted to the Tribunal.

Duernborg, 2 herch 1948

Br. Horbert WATE

affiltvit.

I. Dr. Distant SCHLOTTERES, born I barch 1805 in Liberach-Riss (Whertt.), at present at Muornburg, an assess that I render systelf liable to jumis ment by making a folice affiliation. I hareby declare on onth that my stablement is true and my size of the submitted as ovicable to the american additory Tributal in Susralur.

In my especity of Section, I among the acts the following to the major to the nature and at militarness of the proportion of experts

Introduced in 1985, who to rectors the secretaries present the Gordon ox, it, which has suffered the state of the policy of the of sections of most force a surround, especially that of the Dollar test the Fours. Since Derma primes of most to an element, extent. That occurred buring a particular test requirements of forcing purposes and the course of forcing purposes are finds to be primed to be requirements of forcing purposes; see finds to be surrounded to be surrounded to the collision to the collision of contractions of the collision to the collision of contractions of contractions.

The system for (recently, German experters would be refused to the definition to the derivative would be refused the definition between the derivative at him and the first in products, from a functivality of the duality of the first the greater; into detailed by the German industry in form of

- 2 .

additional ayments on the turnayor at home.

routly in fourt spont this procedure perfected by the delenkinistry of Secondary. It would have preferred a towolustion of the molehemerk, corresponding to the leveluation of the Pound resp. the Loller or any other account in that line. ECHACHT alm at had to force the secondary to adopt his procedure. The intelligent occurring circles unlereted, however, that there was no other way of saving the Gorean export, ofter the soloh Government had also approved a devaluation for various reasons.

irrottion of the major himself of Boothomy. This was minifested by instruction the expert firms, for instance, at just priority in clivery to contain countries or to conclude contain reportant transmotions. The noise claistry of Boothomy enforce. Priority list of countries, for instance, saion serve? a . directive to the experters in the treatment in considerable into the individual countries in the expert contries. Countries which say itself important fields and remarked as a free currency, for instance presenting, U.S.A. or Countries of the base of the priority that an has to be iven preferential trustment by the Gormon expert firms as far as delivery was exacercist, to also frequently appealed to the large Gormon expert firms if an important transaction with countries atrons now to be employed, such as a transaction with argentics concerning dura in 1950;

5. Since complaints reporting the imposition of the export
by bureaucratic measures were substituted rejeatedly and since the
situation concerning foreign currency was growing worse the to
the constantly remain import requirements, we regularly
requested the German security to refer its properties for an
increase of the German export to us.

Intro export firms with practical experience with relative analyst constraint a great for our communication of experience was an indispensable pro-requisite for our communication oxport pulley. The constantly pointed out to the Gorman industry that the increase of experience in its interest, for atmosphere the raw materials for the original operation of the mediums and footeries and the first for the workers would not be available. The first articularly of the Second of the and representative Germa firms such as the increase in the property of the large which is the tray adjust the medium to a little-loce name.

occupies agreets into account and was therefor recognized by the acids binistry of Scorney. It furtherwise therefor to the trend of the aport; diey marcus? by or, irosemak as it assigned the function of directly as separation the expert to the story, our reservant the actual transaction of the expert to the rivate seconds.

- 4. Export not with great difficulties in Goranty, sepecially from 1937 depart, the to the increasing demand on the Gorgan industry. Under the prossure : four out shrancht, Four Year Plan of other tometic riors, expert was more on: more -ushed seits. Certain German leading circles, seg-G. TaDiG, were of the spinion of the expert wis no longer required and only the Four Year Plan should a considered. In order to be able to expert those opinions which are non or us and even futal to the German or ort, the Acien -imistry of Spinory is well as the German escapely, hother a win used the arymout that without export the Four four Flan was impossible, as the foods and raw mitorials required for the supply of the colution on the commy would of landin . If those ar unints has not seen used, expert wealf nove shrunk more and more, "see to OCTATAS's attitude, who is olderly tourier of the F or Year Fina mel lietatorial proce.
- The state of the difficulty of the so heat an flexily when the least a special and the flow of expert control, the seion binistry of Scoring must be being possible use of releast and regulations. It attached importance to its from the accordance, to leaster to its nation first and then to make the control, that finally, at the set of the ciscussion, the spinion of the ministry would be assisted and would have to be last tot, even if he scotfin and written instruction was issued.

Someth accounty, among thes also or. Higher, considered the promotion of German expert the only means of securing Germany's supply with fools and raw materials processly, namely by transmit action and lapter. However, the majority of the German imported goods were not are exact attention or raw a terials important for areasent. How materials important for areasent and areas a front most as a materials important for areasent and the entire contains a such as iron, notels, puter ato, constituted only a small fraction of the entire German import.

community a good with important forming indicate and communities, that sufficient German expert whell help to provert a war. To a se reportably toll in countries at sit, that Germany required foreign run unturials or forms and that every sometial method of procuring some by proceed becase, that is by foreign translation in apport, a publicate to be prompted by the foreign countries in avery respect.

two trunks in Germany: one roup which wanted to secure these run materials and fines typorce, e.g. by military emquest and eccupation; the secure roup which manted to reach this good of y encoded means, through the second return at the factor of the property Engine of France sent of that this second representation and the foreign support in its emergers to intensify German from a truncal to increase the German expert.

DUCCHENT ICCS VI ILGNER ILGNER COMMENT No. 90

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Leading English circles has these views transmitted to the Seich Ministry of Bossowy through the President of the German Chimber of Commerce in London in 1938. Farticularly the thet English Minister of Commerce HURSCH was known to support this space tion.

Thefefore the promotion of German expert was in no gay a means to project. For a more, but on the obstrary a means of preventing military strike and assuring the peace.

Moormborg, 22 January 1948

mi, not br. Guetow SOMEOTERNA

I herely certify and attest the above at meture of Dr. Oustav SC-LITERA, Nuormore, affired before so, Dr. Joseph LINGSWIRLG.

Nuerrber, 22 January 1543

si and br. Jachim LIMEN End

Affidavit.

I, Zerl HESSING, Sorn 5 February 1903 in Enswethin and Courtt., at present in Numerica, an owner that I comise sysulf liable to punishment by miking a folse affiliavit. I havely declare to oath that my state and is true and was made to be submitted as evidence to the filtery Trimmel it the Falace of Justice in Number.

From Au just 1834 until June 1887 I was ir. Kjalmar advicatis collaborator in the Loich (injett) of Robe my in ordin. The treatment of questions partaining to foreign trace was just of my pasks. I am therefore in a position to state the following in connection with the extent and planticipated that Jeacures taken for the PRE ITIES & ALE GENERAL EXPLAIS.

at the so setion of ar. SCI_CAT, we evolved a plante in sprin 1935, which since at the revival of German export, our to the leveluation of the cost important I rei r currencies, particularly test of the willor of aterlia block, German export me n turnlly strongly in oded. In casures taken for the procurament of amployment has not to a boom at toma, which included the Garage exporter to export loss and to seal more on the demostic market. A certain minimum of expert and the propurement of forci m currency comments therewith, was homever required at all costs. in order to a dittin the Garman december. Since a sevaluation of the meichemark his been less proved by the German Raich Government in wise of the entangled international exchange situation and a slowing down of the them developing at home was undesirable for special reasons, the Reich sinistry of Economy attempts to find a way out of this situationry in osin a levy on the cuties German industry, so is to acquire meas of stimulation German exports unitle to commute.

This incentive was planned in the form of an expert allowance on pertain onto price of goals, which was to be pall out of this fun established by private sentency, secondar to a official schedule. The total of these expert allowances however that the exceeded the extent of the lavolution is the partitiont receiving countries, runs, that of the expectation expert o untries.

in connection with this pouration, or. von SC-NITZL-A, member of the Verston of I.G. For enindustrie, out on a visit in spring 1935 and told so that er. RITAL ME, then Colof of the Export 10 arthurt of the daich winistry of Economy, by imposed soon a night lovy on the Securcia Group Charles Industry, that He I.G. is shore on unt of to 50 - 55 (1111on colohantri, a num which owen exceeded the Luyin power of the F.C. Parkenin matric. He urgently requests - to rowler the questi - - air and to consider a reduction for the I.G., no cly by lowering the total amount for the Secondic Group Chamistry, as the I.G. .. not wish a reduction at the expense of the reminist excelent injustry. The I.G. was homovor not in a position to mode; the amount of any them fifty million welchester. I discussed this question in Lotail with ir. REMEMBER on, also ex resect by louits concernds, the amount to b. poid. I furthermore informs' or. SCHACKT of this contriversy. As for is I remember, a trivial reduction was nobleve, in further no crittians at an ir. Higher ad other centlemen of the I.G. and Mr. TRINTIANT. one day ir. A DED ANY told me incidentally that he hal recobed on a resonant with the I.G.; the younger pertlemen of the R.G. had been of the spinion that I higher remunt would be accoptable, since according to the new export freedure, they thought export allowances could also be toined for the I.G.

I want to make it quite clear that the plan for the sets lishment of a fund for the promotion of export by the industry aid not originate with the I.G. or other circles of private enterprise, but was avolved in the select limistry of Bornasy and that it was a compulsory measure resulting from the position of German forcing train at that time. Frivate enterprise, particularly the I.G., strongly opposed this plan at first as it a matitute an extremely high financial turien. The possible assumption that rivata entergrice as seen was interacted in these sessures, is erroneous; they were ordered by the state authorities.

Marritor, 26 Fovenier 1947 si not Karl LESSING

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I hardly contify and attest the alove mi nature of ir. Thel LESSING, affixed tefore to, in. which is Lines and.

Suorn er, 26 haventer 1947

at as - r. do ont LINGER End

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Execut from

The minutes of the Stai meeting of the jork-Gammittee, held on Friday, 21 June 1135, 1530 hours, in the Administrative Building, Principart/Inio.

Present: In entless momed in the appendix.
Herr Gehelzret SCHGIZ opened the meeting at 1520 hours.

Itse 1 of the a onca;

Control Committee Export Principle Legy:

Referent SCHMITZ

Co the basis it a manufacture of Ir. NAUESEA/s, Herr Genethrat SC 1072 (iscusses the no obtaining opening the expert proportion lovy and records on the colds submitted, Notella and opported by Schools Genu, Chemistry in subject to a so orate period count.

In future we will neve to push nor of these expirt code which one up or the agent role wrent.

- 2 -

List

of gentlamen attending the w2ml mouting of the <u>lock Committee</u>, held on Friday, 21 June 1985, at 1500 hours in the Alministrative [uilling, Prankfurt/min.

From the Aufstentsrit;

wor with, Pastisir.

Erspitor Vermitus arati

Geneiur t or. A.V.

Teluber,

Geneiur t or. A.V.

Teluber,

Tr. 7. Simon or. Exile.

From the Bork C caltton;

0

mind Hamser, holes

"inches: this or ..

affi swit.

I, Peter M.C. DELEA, implayed of the Boatest (ffice in Frankfurt/ Lin-Grinstant, and Object of the Boatest Aranivos in Frankfurt/ Lin-Grinstalin, residen in Frankfurt/soin, Larsnerstrasse 51, on bear that I can be appealf little to contain the living to folso officivit.

LICENSAT CON VI ILGNER ILGNES COUNTRY No. 92

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I depose that the surve stoorpt is a true pury of the original document deposited in the Escaris building of the IG Control Office, Frankfurt/Main-Gricabsin.

Frenkfort/min-Grissosia, S Telronry 15si eice. Peter MCMUSIAST

It is a roby attentes on a certific that the news at soture is that in her Poter deflatibles, resident in Presentant/Spin,
Largeoffert, a forevery like

of our dr. alter ACEE

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INCLUSED CON VI ILGUER ILGER SO. 93

-1- +

Excerpt:

Linutes

of the Sard meeting of the jork Countities, held on Tousday, a Soptember 1:35, 1533 bours, in the Alministrative Juilling.

ltem 1 of the son ...

..

Mafirent SOLUTIZ

par Scholart Educati reports on the Expert Lovy, which was discussed at length in the Gentral Domnitton. A journal discussion follows.

Cartifician true and disrect day of the Neve count.

Harriston, 25 Polymary load . #2 mil br. "litter ACO".

LOUBENT COUNTRY No. 34

ECONOMIC GROUP CHEMICAL IN USTRA

Semistron letter omericantial

Derlin 7 35, 18 June 1836 Gressnimiral-Prins-Beinrick-Stresse 16 Telephyne: Mainline 2 Instany 9661 Telephyne: "Alchemic".

To the Numbers of the Economic Group Chamierl Injustry.

> Our reference E F.a dournal No. 20 566 Please quote reference and journal number in your reply.

Subject: Levy I'r han et Promotion.

Days testines a two further expension of the expensive laws test in process for some time notices. In these negligibles the following one the decrease Groups. In these negligibles the following of Receiver, pointing out how very critical the following of Receiver, pointing out how very critical the following of Receiver, row materials and folks from a read out to research only if we manage to out or is sufficient questions. Only is German at order to be out the sufficient questions. Only is German at order to be put the following of the authority of the function of formers to accept to be the success of the formers of formers to accept the success of the formers over the authority forms man it impossible to produce sufficient process; in the process for the property is the cost of the motion and the formers that any or the solution of in-served document of the motion and the formers that a contract the process is the property is the cost of the motion and the reserved document out in the time that a cost of the motion and the reserved.

Into which his ister of Sconomy finally fixed the total ascent to to provided by the Economic Group Charles Industry at all 136 343 333.4; I analyse my directive on the lawy, as approved by the Science Limiter of Economy.

All authorities cordered in twice that this imposes a socializatile purchase influstrial commany. The combers of the Socializatile purchase is fulfil the collections who from fine this arrangement. The social of emericanisms who from a social arrangement is possible. Since the levy system is the suspensivility of the Someonic Groups, I wish to joint out that are manufact possible punishment will be administrated that are made as any attempt to interfere with same, to expense the large, in order to conceaurs a smiftle of empetitive power within the Socialic Group.

The match limitator of decoupy to intionistly continue to avoid below to the companies of the levice, soon is would arise in modify fine's assessments mind by the Recording Groups. Therefore, as as a have the necessary funds inscriptely for districting payerts, it is threated that, until these final assessments are invilible, addinances must be supplied by the invitable contemprises according to No. 3 of the directive, to serve to a provisional mass, an provincents surrespecting to this suff-rescendent must be more regularly towards the december within the name contains as mount corresponding to marris the december of the forthcomes, assessment.

It is therefore importative at first that prepayments for say and June 1956 are made so early that by 25 June they are already deposited in the Economic Group's account quoted in the analyseurs.

appet promotion bory must a truncal is strictly conflictable of all costs, as that truncally surface of the Harmonia Group Chapters to mastry or unser the collection to the the measure states to the the measure states to the the

E.il Eltler!

Shirt of Looks to Group Charlest Industry

Enclosurer 1. Limitia

E. Form for registration in colf-acceptament.

LIGHT LA VI ILGNES ILGN & DACHEST Mr. 50

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Boonomic Group Chamical Industry

The Matager

Terlin, 17 June 1885

Crilmanos concernin; the export promotion levy.

article 1.

The total lawy of 185,000,000 ha, irrevocably fixed by the Reien Minister of Economy for the Economic Group Chemical Industry in his letter lit. It may 1885, has to a raise by all enterprises in two results in to this Securinic Group in the Liels of the ratio of contribution a proved by the soich.

-inister of Economy on 1 June 1985.

Article 2.

- for calculation the share to be contributed by the individual enterprises. The turnover liable to turnover the of all products belonging to the sphere of the Economic Group Chemical Industry, shich are tannelectured by the enterprise, is to be taken into consideration. In this commutation the turnover of its associated computer, too, is to secunded as turnover of the interprise victim the meaning of article 2, section 2, park raph 2, if the new turnover-tax lim of 16 between 1984, indications a training the time turnover-tax lim of 16 between 1984, indications a training the turnover-tax lim of 16 between 1984, indications a training the turnover-tax lim.
- 1) Looisive is the turn wer-tax assess out which has now issued for 1554 and is taked in the turnsver-tax return of the sprin of 1555. Datil the definite assessment the turnsver subject to taxation as reported in section II, No. 7, of the turnsver-tax return, will be think as asis.

- o) of this turniver those supplies an contributions may be doducted, which refer to another account group of industry or trade or to the desch Food Estate. These secucitions will be recognized . The if the following conditions are complied with (compare II) of attachs, turniver report):
 - 1. Exact figures in torms of the goods in question are to be issue for the nurmover which is to be accusted.
 - 2. It shall be indicated in the case of such committy to which seemed group this turns or refors.
 - 5. The certificate of a certifical pulse accountant is to be substitute within one month after the turnover report, confirmit that the statements to 1) and 2) conform to the colks.
- a) If the turniver-tax return covers a period longer than the ordering year (that is the cose if the opening year is not identical with the calcular year), the surnever will be calculated in identificate with the turn ver-tax return, or the subscipent turniver issussment, by multiplying the monthly inverse by 12.

Box los

Goldwinti a of turpover tax 1986 622-391-4-12

RM deligration

Article 3.

in the turnover established necessing to the simoiples laid.

down in article 2 the lawy will be saled as follows:

Enterprises with a turnover of less toom I million all ma on a basic contribution only.

Enterprises with a turnsver of ower 1 million heighsmark pay basils the basic contribution as additional contribution.

- a) The basic lovy amounts to 3% with the provision that the first RN 100,000 are free, while on the next RN 400,000 the lovy will be 2% only.
- b) If the turnover seconds 1,000,000 RM, an additional levy will to impose Deside the basic levy, according to the following someone:

for the first million	ne additional lovy	
for the f llowin, 13 million	0.2%	
for the following 15 million	0,2% / 0,4% = 0,0%	
for the full win le million	0,2 / (2 x 0,4%) = 1,0%	
for the fell win la milion	0,2 / (8 x 0,4%) = 1,4%	
for the following 16 million	0,2 / (4 x 0,4%) . 1,0%	

and as on without u, or limit.

Bran, lur

. firm has a turn wer subject to a lawy of 45,000,000 As in 1984. The following expusts are to be paid in this each:

100,000 AN 400,000 AN 400,000 AN 42,500,000 AN At At	free 5,017 Ah 1,275,000 #
45,000,000 RM	1,285,) L RA
t) tdditional levy 1,000,000 as 10,000,000 " at 0,2% 15,000,000 " at 3,2%/ 0,4% 18,000,000 " at 3,2%/ (2 x 3,4%) 2,000,000 " at 3,2%/ (3 x 3,5%)	free 23,300 RM 90,330 " 180,030 " 26,000 "
48,000,000 RM	268,030 (2)

The total levy amounts therefore to

1,571,000 RM

article se

Payment of the lary has to be made in 12 equal monthly instalments. Such contains instalment is always has an the first of the month, beginning on 1 key 1985. Buch thought has to be paid in such a way that on the 18th of each month at the letest it can be credited to the special account "Contribution tax" (Aufbringungsumlage) which the Economic Group Chomical Industry has opened with the

DOGREST LOUS VI HERER THOSE ALCUMENT NO. 94

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melenkredit-Secollschaft 1.C., -erlin 3, Jehranstr. 21/22; sembership number has to be indicated when making the Invment.

it the same time the minimum and of the Economic Group Chamical Industry - Department "Contribution Tax" - has to be informed.

Article 5.

Until the assessment of the lawy the enterprises which are incline to make constitutions have to make alwance pryments to the account mention. In article a in such a form that these necessits will be credited to the account before the lith of such mentic, stating succession number and information the Lacating Group Onemical Injustry, be actuary "Contribution Text".

The livened payments for the installments which reft and on 1 Lay and 1 James must be said to the said too unt before 26 June.

The strange joyments mive to it made on the Pasis of solfnessessments, which have tobe said in scoordance with articles 2 to 4. (Compare IV of the turnover reject).

wrticle 5.

The lasesament for the lavy is mile on the Dusis of the fellowin securings to be submitted tofore 20 June 1:35 to the Secretar Group Consider Industry, be orthant "Contribution Tax":

- the attached turnerer report to the filled-in and the solf-assessment;
- 2) a copy of the turn over-the return for 1955 submitted in spring 1.35, to ether with all comments, in reticular the supplement to section II/5; the conformity of the copy with the region has to be certified by a locally which signature;
- 3) the turniver-tix issessment 1951, which mas to be sont in it a liter lite if it has not lear suchitted as yet, indicating whether it has seen accepted or whether an appeal has seen lodged;

LCOUNTRY SCUR VI ILONGS. ILONGS STOCKENT VS. 85

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i) if necessiry the certificate of a certifical utilic account and in accordance with article 2c) 3.

These proof have to be submitted by all enterprises belonging to the Economic Group Unemical Industry, evan if they have not been to lateral as yet or if their turnover does not exceed by

Until the first turn wer-tox assessment has been submitted, a primisiteal assessment for the lawy will be able.

ortičle 7.

If the counter for the assessment in accordance with article 5 are not summitted in time, an assessment lasso on estimate will now to be expected.

article ..

Group Charlest Inquetry are cound to give to the Economic Group any information necessary for the raising of the export principal levy in necessary for the raising of the export principal levy in necessary for the raising of the export place of 18 July 1923 - weigh inw Greet's 1923, Part I, page 723 - least to the authorization of the meigh similator of Sections of June 1925.

The Seminal for the submission of Josephanes in necessary with the above article of is therefore hand in this crimines, Non-compliance with this order to live information or a majorization with the condition set therein will result in punishment in accordance with article 5 of the Ordinance emerging the Cuty to june information.

rticle 9.

A sinst the issessment of the levy by the Boomonic Group.

Chemical Injustry in agreed can be ledged by registered latter with the office of arbitration set up with the Boomonic Group.

Chamical Injustry, within 2 weeks after the receipt of the assessment. The appeal can be supported only by the fact that the levy were fixed by a great application of the contribution way. The

DIGINENT LOW VI ILGNER ILGNER LOCUMENT No. 94

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or as unjustified, a further arread may be locally resistanted letter within two weeks after the receipt of the decision by the effice of arbitration, with the office of arbitration established in the decision Group Industry. The decision of the office of arbitration of the noich Group Industry is final.

First an account appeal have to seem to the competent offices of arbitration with the resemb level in Litalla

the medual agreet in Chissicle only, if the value of the object of the agreet execute at 3.1.7.

The complainant has to oper the cists if his eject is unsuccessful; if he is justically successful, part of the costs one has because on him.

For longing of the first or of the second speed from not suspend the efficiety of the assessment; in particular the chilination to pay the lowy is not suspended.

article 10.

The imposing of extra charges for payments everyon one the possibly measurery collection will be effected in accordance with logal pressions.

The miniger

of the Sendamio Group Chesical Industry

simes claim.

Afficavit.

I, Peter Anthatellia, employee of the I.G. Control (ffice at Francfurt/min. and Chief of the Control Archives Frankfurt/min-Grissnoim, resident at Francfurt/min, Larencratrosse 31, know that I ranger eyeelf highly to punishment by siving a false officevet.

I state on bath that

date: 8 Movember 19-0.

I) the attrance photostate of the circular of the Scounsie Droup Character Industry, journal Po. 2: 566, dated 18 June 1835, concerning the unit restriction lavy and the order, mentioned therein, of the Chief of the Scounsie Group Character Industry concerning the expect or resoltion lavy of 17 June 1865, and 2) the attrance of a proportion of the IC apport proportion is arteant, while a November of the IC apport reincurrence, expert proportion that 1869/1961 as well as of the comparative study, rectioned therein, of expert levies raised by the Scounsie Group Consideral Incustry and by effect to make the part reincurs of the apport reincurs of a proportion in the spectage of the second that the study and the effect that the part reincurs of the apport reincurs of the second that the study and the other reincurs.

are identical with the commune in the Secrete Tail/age of the IG Control Office From 1 on prince Frankfurt/Inio-Grisensin, 25 impury laws

signed P. Religition

I har with attest and certify the signature, overleaf, to so that of Herr Feter James Ellish, residing at Frankfurt-Main, Lorencestrasse 51, officed before me this day.

Frankfurt/Min-Gricansia, 25 January 1908

signoi ir. Filter ACAFN
Assistant Lefense Counsel
- 25 -

-1-

I, althor ITAMANN, born on 10 January 1897 at Perlin, residing at Alusborstrasse 24, Frankfurt/Main, know that I render myself liable to punishment by fiving a false affiliavit. I declare on both that my statement is true and was note in order to be submitted as evidence to the Military Tribumal at Euerneers.

In the spring of 1556 I was a cointed which of the control Figures commencation a orthograph and arthograph of the Control Figures are presented to appreciate the IG ordinal Typhich was later called expert presention appreciate to became a main experiment within the presention portion N. 7. - we chief of this appreciate I was a Frakurist (manager with power of production). I can therefore state the following r

Igts in its issociated empirical business was always very considerable on the firms were naturally interested in the promotion one, if possible, the extension of this business. This interest was two worly to the fact that IG's extended production pro rem required the import of raw exteriols which had to be produced by for in exchange.

Two restoles murt, above all, in the way of German and, as a result, IG expirt:

- 1) The Lilateral agreements between Germany and clearing countries generally fixed maxim of value for imports and expects of the various operative groups. These essins were constally not adequate for the products which German chesical industry was in a position to soll aircold. Efforts were therefore make to extent the maxima by means of componentian luminouss.
- their currencies. We yours went to, other countries of the sterling and offer blocks followed these examples. These measures had assumed by an ever increasing throttling effect on German expert. The German parameter remembering the scenario and payengle ical effects of currency devaluation at the time of Jordan inflation considered it accessary to refrain from accessary sevaluation; that is any the spick sinistry of Economy develops an internal expert suces y system in order to maintain German expert. This procedure which to my mind was morely a defense measure against the currency manipulations of those countries that constituted some of Germany's principal markets, took the following forms:

Ine whole German industry and - proportionally to their domestic turnivers - to pay a contribution on a progressive scaled to a fund from which export subsidies were paid by a so-called procedure of subsidired exports (ZAV) in accordance with a rather complicated system. - Considering the large turniver which IG and its associated companies had as offered with the remaining German injustry, IG was assessed at an extraordinarily high rate of the which even IG could hardly meet from current business.

DOCUMENT COUNTRY No. 56

From my personal contact with Mr. Now ILGN-1 know that the IG Torstand successed in negotiations with the scient Ministry of Economy to obtain reduction of the tax which has originally been fixed at 60 million at p.c.. The Scient Ministry of Zoomony submitted two alternative supertimes in the pourse of those majoristions, namely:

- a) Participation of the IG in the EAV by payment of a tax of 65 million 40 p.s., or
- 's) Payment of a cas of as 6) million p.a. a fonds per u, i.e. without parties (time in the ZaV.

Lr. ILGAER was of the opinion that IS has better accept the first suggestion, as, to his mind, IG would, by special efforts, is able to recover more than the afort-mantioned difference of 5 million AM every year by participation in the Z.V. The IG Verstans baroad to br. ILGAER's suggestion.

Experience justifies br. ILANER's spinion.

The proctical application of the ZaV required a complicated organization within IG. Declared of this are ILGNED changed the existing exponential to be the attention the so-called department for export procedure and antiquated this department with the technical execution of the subsidized exports procedure. IG and its associated a spanise co-capaciting with the defortment for exports procedure, as like an utilized ill the regulations of the subsidized export and a manner that the export aid, which they passed from the func, as far as I remainer, left only a yearly average of about 21-25 million age to be actually paid.

In this connection I would mention that the authorities tried to broke furning in order to handle the available resources of the fund for expert promotion economically and also for the sale of German rejutation alread. It was intended to avoid, as for as pass into, any exploitation of this procedure to the distribution of other foreign to estators on the markets concerned or any undercutting of prices alread on the part of German insustries among themselves. Therefore the authorities,

atudying very corefully the reports of the representatives alread, and examining the offers used by associators ato., tried to great export sid in each specific case only as for as the abstractly secreeary; in many cases the armon manufacturer was asked to coor part of the loss himself. Experience should, however, that in spite of all caution this cool was not always achieved.

The operations for empirit remains district only deal with the procedure of socialised empires, at also assists. In the sale unities of IG and its associated companies with respect to other expertable grandly the authorities (c.,. companies, well in blocked mark translation etc.).

In outsection with the company time usings which forest agree with the time of the ourseless sevaluations of the sterling an foliar block countries, in write 5 7 succeeded in South Sestern Zurong to lay the foundation for a smooth settlement of such componentian luminous.

initiative, the says can oultivation was firstly established in the a rigultural or: remains of Australia Pulparia of the saveral years of about an or expensive oreliminary work; the imported says beans were to pay in particular for the increasing German expert to South Hastern Europe. This additional import took place by empensation, outside the maxima fixed by trade agreements against additional German expert

which lenifited not only IG, but also, to some extent, other Garman industries. - Germany was periously intersected in the import of soys beans from South Enstern Europe - value in 1958 about 10-12 million al. as far as I remander - to help fill the intent cap in the protein and fat supply of the Garman fool economy.

The various expert aids or printed by the authorities had in some chase - a and been pointed but a over 3 an unfavorable affect of fair embetition want German expert houses a room a one of the restaurance two over- quantestion in this fiel.

In particular, a by German expert trading houses which - in contrast to in ustry - more not so very much interested in the present to in ustry - more not so very much interested in the present that the uncounty and of the expert aids requiribles of business morals. This procedure was harmful protectively also to 10% expert lusiness.

The Defense his submitted to to the Prosecution Commont.

schilit 782, Locumenta MMI 1570. The memorum are scatting in this
document, from up by ir. ILMA, and entitle. "Expert resolion
within the frameur's of the Four Year rise," is become to me.

This memorum was are any occupy of the IC expert Division
difficulties meetics, in the preceding scotion, or, Higher
informations at that time that he has also taked these
positions were note the confirment of the solich Scommic Charler's
committee for exemercial policy, or, Themself U.G., who had
and pasted that he should draw up this memoran un.

A dritical analysis of the export promotion monographen shows that to a large extent the memoran un contained oriticism of official export grantion measures - C -

which had been in force for years. There was no question of a new expert promotion plan or an expert plan for Gorman occurry. To my mind, shows all or. Hele manted to stron then the influence of private according on the whole management of practical expert promotion is lementation. In this consection I refer to the suggestions have one of it into the official Gorman according policy. In It was a estimated that the official Gorman according result is on orience as a news.

por sor's within the experiency of the Four Year Flands
sore to my sind inserted in the title of ir. ILGS has export
promotion supermouse in order to direct the special attention
of the supermouse to his explinations. At that time the
error four flat slath had see me such a control catchword that such
a reference was frequently used to explinitize statements.

In his considerations on successions recording export matters stout which he was particularly concerned, or, ILGNER started from the idea - this can also be seen from his many loctures - that Germany's multure depends on that of other countries. Therefore his successions always simed at measures fit to raise limin at lard of other countries which according to his necessarily sore also beneficial for Germany's wolfare. The determ censes of his statements - also is the circle of his one intimate colleagues - was live and let live.

DOOTHENT DOOR VI ILGHER IDGNER DICUMENT No. 55

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I common remotion any attraments muse by Dr. IL/MEA to the affect that the IS commonly and his present work in the interest of the IS in particular work to .. utilized for proparations for war, let alone a war of aggression. On the contrary, Dr. IL/MEA's limiter sectionic plannings would buly so realized in paice time.

Frankfurt/Isln, 2. Dinuary 1548

signed citor LIHLMANN

The signiture overland of Morr Calthur D.H.M.M., Frankfurt/Main, Electoratrosse Sa, was affixed Cofore as, ir. Calthur ELORSA, which is attested and cartified berewith.

Frankfurt/Main, 24 Japuary 15.0

signal ar. Stor TACHEM (Assistant cofense Counsel)

DOCUMENT BOOK VI, HIGHER HIGHER DOCUMENT No. 96

Filo: ZAV (Zusatzausfuhrverfahren - Additional Export System) Directorate Dept. Dyes 50. 377

I.G. Farbenindustrie aktiengesellschaft Di/Li

> Berlin SV 7, 8 Fovember 1940 Unter den Linden 78

Subject: Re-imbirsements on emports/ Levice for the promotion of experts1939/1940

Enclosed please find a list of comparison between the export levice and re-imbursaments on exports in the first five years, during which the (LAV) Greation of additional export was operated (1 July 1935 until 30 June 1940).

The amount of 35,5 million En given for the 5th ZAV year (1 July 1939 until 30 June 1940) must be considered as estimated, inasmich as the re-imbursements on the ZAV basis concerning the Sitrogen-Syndicate can only be established exactly, at the end of the year 1940, so that the amount representing the re-imbursements for the Sitrogen Syndicate and contained in our figure, had to be estimated. However, we have been advised by the Sitrogen Syndicate that the estimate was made with extreme care and that an even higher figure than they have estimated is likely to be obtained when the final computation is made. All the other re-imbursements for the I.G. and the Konzern companies, shown in our list of companies for this period, are final.

The increase of the export re-indursements by roughly 5 million BM in the 5th LAV-year as compared with the 4th ZAV-year must be ascribed to the fact that the increase in the rates governing the compensation of losses under the LAV system, obtained in the course of 1939 have been fully realized in the beginning of the 5th ZAV year.

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DOCUMENT BOOK VI, ILGUER ILGUER DOCUMENT No. 96

It can be safely assumed that without the restrictions placed on exports as a result of the war, and the cancellations imposed on the ZAV owing to the existing state of war, the net export levies in the 5th ZAV-year would have been noticeably smaller in comparison with the two previous years.

(3 ZAV-year EM 19,51 million, 4 ZAV-year EM 22,33 million).

signod: DIHLMANN

appendix

DOCUMENT BOOK VI, ILGAME ILGAME DOCUMENT No. 96

INPARTITUTE FOR THE PROMOTION OF EXPORTS

Comparison

of the emport levies paid to the Economic Group Chemical Industry and other Economic Groups and the re-imbursements for exports granted to the I.G., including the Bitrogen Syndicate (IG-share) and Lonzern companies.

Portod	Export levica Economic Group Chemical Industry and other Economic Groups in million EX		Export re- inbursements ZAV and special allowance	sport lovice in million EM
ist alv-				
(1 Sarth	1935 - 30 June 1936)	52	19,64	06.00
and hav	70ar 36 - 30 June 37)	30.95	22,25	8.70
3rd ZaV	-year 37 - 30 (bno 38)	47.34	27,63	19.51
4th ZAV	-year . 38 - 30 June 39)	52,82	30,49	22.33
5th ZAY (1 July	-your 39 - 30 June 40)	58.46	approx,35,52 *)	approx.22,94*)
*******	241.73		approx,135.73 a	pprez,105.84

*) natimated

Thus during the first 5 ZAV-years (1 July 1935 - 30 June 1940) an average get export levy was said amounting to approximately 21,17 million RV per year.

aigned DI Tv/Li. 8 Fovember 1940

Affidavit.

I. Potor Incompanies, number of the staff of the I.G. Control Office in Frenkfurt as Main and Scad of the Control Archive Frenkfurt as Main-Gritabels, resident in Frankfurt as Main, Lorencetrasse 31, as aware that by asking a false affidavit I ronder speak liable to consistment.

I doclare on oath that

- 1.) the attached photostat of the circular from the Leadonic Group Chemical Industry, Sournal So. 20055, dated 18 June 1925 and c scerning levice for the promotion of comports as well as the order of 17 June 1935 mentioned therein and given by the Read of the Leanonic Group Thesical Industry with reference to the levice for the promotion of experts.
- 2.) the estached copy of the circular from the Department for the promotion of Experts dated 8 Devember 1940 and noncerning reinburgements for expert/levies for the promotion of emports 1939/40 as well as the list of comparisons mentioned therein, dated 8 November 1940, which details the expert levies paid to the Recommic Group Chesical Industry and to other Recommic Groups and the reinburgements granted to the I.S. including the Pitrogen Syndigate (IG-share) and Konsern companies,

are true reproductions of the documents kept at the Records Building of the IG Control Office Frankfurt as Main-Oriosheim.

Frankfurt et Main-Grinshoin, 26 January 1948

aignod: P. EROBMELLER

I horoby certify and attracy the above signature, offined before no today, is that of Forr Poter N-ON-WELLIE, resident in Frenchert as Main, becameretrasee 31.

Frenkright an Jain-Gringhoin, 26 January 1948

signed: Dr. Valter BACKEN

(Assistant Defense Counsel)

DOCTORST BOOK VI, ILGUER ILGUER DOCTORST Vo. 97

Directorate Departs at Colors

Frankfurt am Main, 4 August 1937 Go.

File Tote.

Delochone call of Norr MUNICER, Political Sconory Department, Borlin on 4 august 1937.

Gooring Office, Someri Branch.

Bouth amoride in the Boick winistry of Leonomy, Ministerialrat SUNDOFFICE, has been appointed to the Gooring Office where he will be but in charge of the section Markot of Goods. For SUNDOFFICE has contected Dr. Garringed in order to Markot with him the possibilities of an increase in German errort. As a result of the discussion, Ministerialrat SCHLOTHERS requests the I.S. to give a detailed eminion on the question as to what extent the hitherto schieved volume of experts of I.S. could be increased if existing obstrates detribental to experts were removed.

In order to gether general information on the problem a conference will take place on 6 August 1937 at the Political Reconstic locart out in Berlin, on which occasion Dr. MINUSS will represent the cerbensparte (Sparte "Colora").

DOCUMENT BOOK VI, INCHES ILGUER DOCUMENT So. 97

affidarit.

In Peter EROMMELIER, member of the steff of the IO Control of the in Frankfurt as Main and Head of the Central Archive Frankfurt as Main-Gri shein, resident in Frankfurt as Main, Lorentertrass 31, as aware that by making a felse efficient I render myself liable to municipant.

I declare on eath that the attached copies of the letters

from the Costrol Finencial Administration, Department for the Proposion of Exports, (Ref.: Po/St) To. 5755a and dated 7 August 1937 to the Directorate Department Doos, Transfert as Main

and the File Spie of the Director-to Department Spee, Stanfort as Nain, dated 4 August 1937 (Ref. 5c) are true repredections of the originals keet in too Records Building of the IO Control Office, Frankfurt as Asis-Gricanoin.

Frankfurt an Asim-Gricehoin, 26 January 1948.

signed: P. EPOLNELLER

I horoby corrist and esteet the above eignature, affilled before no today, to be that of Horr Poter ERONIU ILLE, resident in Problem at Main, Lorentzairasse 31.

Frenchirt en Main-Gri shoim, 26 January 1948

eignol: Dr. Valter BACKEN (assistant Dofonso Counsel)

DOCUMENT BOOK VI, ILMER ILME B COCKERS No. 98

I.G. RFRLIN IN 7 Unter dem Linden 82

To the Directorate Section Parken, Prankfurt/Main

Strictly confidential! Very urgent!

Our reference: Central Finance administration Section Export-promotion Pe/St, 5785s

7 August 1937

Subject: Promotion of Expert.

We have been directed by the Reich Ministry of Sconomy and by the Staff of Generaloberst Searing to ascertain means of increasing exports. For this purpose we sek you to ensuing without delay whether and to what extent an increase in the export of your products may be obtained by an increase in the rates for compensation for losses as under the EAV (Zusatz-susfubryerfahren - creation of additional exports) system.

No request you to extend your inventigation to all countries of the world, but particularly to:

Argentine Austrália Tugo-Slavia Danada Poland Esta-nia, Bussia, Hungary, Turkey and all other countries where free foreign currency may be obtained.

Detailed attention will have to be given to the most prectical means of realising this edilitional stimulus to be given under the creation of additional export system (Zuestuguesthrourfabren); namely

whether an increase should be recommended of all the rates of compensation for losses incurred as applicable to the respective countries, either in relation to the extent of the loss suffered in each individual case as at present by argentine or by means of special regulations similar to

LOCADE BOOK VI. ILGER LIGHT TO. 98

those at present explied in the case of emports to British India, Chine and so on;

whether only exports of special products to certain countries should be eccuraged or whether increased encouragements oruld be limited to individual, more extensive entermises run at a loss which would be given specialized treatment.

In order to be prepared for inquiries by official organs, we would ask you to put at our disposal not moraly general indications of a possible augmentation of exports, but an approximate setimate of a possible increase in turnover for each individual country.

In your deliberations you may disregard tossible diffifolties concerning the removal or modification of existing export-bana,

the mituation of commercial nolicy (duties, quotes and so on),

production of rew deteries,

productions of rew deteries,

productions will be discussed with you by the department
for respects solicy.

Should there be further obstacles in addition to those mentioned above - to an increase in emerts in spite of the granting of higher rates of componention for loss incurred under the Grantion of Additional Seport System (Susatsansfuhrverfahren), we would appreciate being advised accordingly.

of next week and should be grateful if we could have your statement by Thursday, 12 august 1937.

Control Administration of Finance) Section Presetion of Seports signed: PHEMADE DOGUMENT BOOK VI, ILGUER ELGERE DOGUMENT Go. 98

Affidavit.

I, Foter Middle Link, employer of the I.G. Control Office at Frankfurt on the Jein, and Director of the Central Archives Frankfurt on the Main-Grieshein, living at Frankfurt on the Jein, Lorencratrasse 31, know that I render myself liable to punishment by making a false afficient.

I horsby declare on oath that enclosed copies of documents

Tile-notice of Directory Section Ferben, Brankfurt on the Dain, dated 4 august 1937/Ge.

correspond to the originals in the Records building of the I.S. Control Office, Frankfurt on the Lain-Gricehois.

Frankfurt on the Main, Gricehein, 26 January 1948

signed: P. ZEOHOULER

I herewith extent and cortify that above mignature today affixed before me is that of Mr. Peter EMOGRATION, living at Frankfurt on the Main, Lorencratresco 31.

Frenkrurt on the Mein-Gricanoin, 36 Jemiery 1948

signed: Dr. Voltor RaCHER (Assistant Defense Councel)

(E.A. Protokoll) of 20 August 1947

Locusent JI-4927, Suhibit 362, Volume MIV, page 1 and following.

Prace 4/5:

3) PEDMOTION OF EXPORES.

a) Letter to the Plenipotentiary for the examition of the Four Tear Flan, office-group for foreign trade.

Dr. Hollan reports that we have reserved a request from the Floatentiery for the four Year Plan, Office Group for Foreign Irade Transactions, to examine conside edditional monsures of accuring a further increase of our emorts as soon as posetble, in vira of the situation of Formen foreign exchanges; resenterials and food. The Irefted statement on our point of viow based on date submitted by the sales-communities is approved. Dr. won 302 TILL'S points out that it is expedient to bring to the notice of the sutherities, in an acceptable manner, the sheelute necessity of future impostments spread, for which foreign exchanges would have to be carmarked for us, if I.G. ta. intermetional business is to be maintained and exceeded. It has been served that no special mention of this point is required in our present statement, in view of the fact that the matter her been clabe sted in Dr. HEFAR's enclosed meteronium: "The promotion of carorts within the Four Year Plant.

DOCUMENT BOOK VE, HIGHER ILGALES LOCULLATE Do. 156 .

TICHT THE PROTOCOL OF THE CONCERNIAL CONNECTES (E.A. Protokoll) dated 11 March 1938.

Doctment II-5621, Schibit 693 , Volume 40, page 152,

page 4:

.......

Dr. von SUMMITZIAN and Dr. ENDONE report on the appeal by the Reich Ministry of accounty and the Testing Office Chemistry to continue their undiminished efforts to maintain and promote exports. A resolution has been passed to subsit to the Reich Ministry of Sconomy a detailed exposition of the situation and prospects, a statement to be alaborated by Sorlin MV 7 based on the data to be submitted by the individual sales—communities. The Ministry efficient, after approved by the members of the Reich Ministry of communities, is to be presented to the Reich Ministry of compared Committee, is to be presented to the Reich Ministry of compared and the Recommittee of communities and the Reich Ministry of compared and the Recommittee of the Reich Ministry of compared and the Recommittee of the Reich Ministry.

.

LOCUMENT BOOK VI. ILGUER ILGUER DOCUMENT Fo. 100

Affidavit,

I, Velther Himler, Frenkfurt as Mein, Elucboratrosac 36, having been worned that I rend r mysolf liable to punishment by making a false declaration, etate herowith and declare that my statement is true and is to be submitted as ovidence to the Military Tribunal VI, Palace of Justice Hoombers, Sermany. I declare the following on eaths

In connection with Prosecution-Tocument Exhibit 765, Decement Jo. NI-4455 presented to me by the Defense, I can make the following statement on the strength of my activity as free 1936 as Thief of the Desponsations Section of I.G. Borlin FV 7, which was later remaind Supert-Promotion Section:

I can remarker that during the second half of 1937, until the biginning of 1938, I.S. was continually until by the Erich Ministry of concer and somethly also by the Four Year Plan to make the greatest possible offerts to increase experts in the interests of Germany's food and raw material supplies. As these promptings by official organs proved increasingly disturbing to

DOCUMENT BOOK VI. HOWER ILONGS TOCUMENT No. 100

I.G.'s business, we endeavored at the time, as far as I remember, to demonstrate to the efficiel organs as clearly as possible that I.G. had already made extraordinary efforts in compliance with directives by efficial organs. In order to spare I.G. further promotings of this bind, the basic tendency in those reports was one of slightly exaggerating I.G.'s exertions.

Document Exhibit 786 may well be one of those emeritions exemperating f.s. and destined for the efficiel organs. For this I affer the following ressons as taken from the above-mentioned incurrent:

Author I, first motton:

as for as I know it is incorrect that I.G. — taken as
a whole - sufficed lesses to the described extent in connection
with the export of does and ancillary dycing products to the
for Sect. On the ather hand, it is correct that I.J. had to
soll cortain products at a considerable less, as for instance
sulpair black. This was, however, not don; for the reasons
as a milened in the documents but morely from considerations
of selectanship, a disposal of their profitable products in the
for East being greatly dependent on offers including the other
goods, as for as I know, iyou and ancillary dycing products

DOCUMENT BOOK VI, ILOUER ILOUER DOCUMENT No. 100

could on an average be sold in the far leat without loss, or at a quite negligiable loss, if any.

No. II, second section (France):

Compensation-transactions, within the scope of which cotton, wool, biles and skins were imported from rance, have been carried out by I.V. on a large scale. Iron and scraption, as far as I remember, were only imported from France by means of a compensation-transaction, as far the import of raw rubber, I remember only a very small amount being imported, together with other products, as part of a larger transaction.

Preniment as Main, 8 February 1948.

signed: Velther DINLNASS

I sticat and cortify the above signature to be that of Herr Welther DIRIUSES, Frankfurt as Rain, Eluctoratrosec 24 who was identified by so. Dr. Valtor BAGREW.

Frankfurt on Rein, 8 February 1968.

signad: Dr. Welter BACHEN (Assistant Defense Joursel) -1-

Googy from

Economics Legartment 3491

25 Arch 1939 .r. H./To/Ro.

to prombte against.

Through the barrowin -lows of the world murbots on the results: t stiffening of observation in world I rely train. numerous moisures were jut into offect in moriy all countries participation in world trace, for the purpose of promotion exports. Several cotages are being as layed to senieve this sim of increasing exports. The graphingticual actabi comprises the foundtips of expert isstitutes, the priming theather of the export injustry and the export true, the establishment of official representation a road, atvisin, the expertors, carrying but observations of the markets and establishing propagated institutions. The figure int mother's works with expert oracits, with the telding over of risk guarantees by the athts, with lirect or indiract export succides. The various countries usually is not keep to one particular method, but take all measures suitable for thom. In the followin are listed the most important or ort-promoting measures of the United Status of uneries and several European countries which, to ether, as a up mearly nelf of the earli trade turnover.

In the United States of amories the Sederal "Export and Import. Confe it ashington is the most important instrument of coverament export assistance. The "Reconstruction Finance Corporation" participate with 12.5 million in the 14 million . share cogital and reserve funds telenging to this bank, The bank grants credits for the financia of amorts. In 1927, the firmmeing of exports of wered in particular cools with Concor, -razil, Chile, Columbia, Cuba, moxico, Venezuela, Italy, Yugoslavia, Polani, Garmany, with Ogeomoslovskia, Iran and Burkey. From the mi ble of 1938 moures, the development of expirts to Latin-imerica was given particular consideration. The sphere of tasks of the ank was extended by the greation of an export droitt insurance which is also supposed to an e possible los or terms of jayment in the expert of consumer code. The Federal Sur lus Communities Comporation uniortakes the promotion of a relocational exports. The propagation shrows of previous job's is carried but by a coist a consist which are minimized by branch departments in the Foreign Trate as orthest. For the implementation of the state oxport credit guarantee, Gt. ritain pronted the "Extert Oridit Gurrantee Copertment" in 1987, subrelinated to the "loard of Trade". The central agency of this or neighbor has its seat in Loudon and has branch offices in amohistor, iradford, Glosgow, Brain ham and, since 1986, in olfast. The local chasbors of communes keep in touch with the control a ency. agart from unvalued insurance policies, the exportors are being enabled to take out a transfer additional insurance, which becomes effective if the recovery of outstanding expents is beloyed on account

of foreign exchange difficulties affecting the unchasing country. Instances of the manifold activities of the Legarthent are the Soviet Gredit Guarantee (middle of 1936), the establishment of a special Chim iffice (end of 1936), the oredit agreement with Turkey (key 1936). In February 1939, the Souse of Commons passed a bill on the export guarantees. These served the purpose of advancing credits and financing coals with almortal risks, which were in the matical interest. The latest form of export premotion, i.e. the division of controls by agreements with the furnisher of those export firms which offer and sell the same kinds of merchaniles in the same markets is under commitment. It is also glamm that allied trade branches carry out their exports the same hand branches carry out their exports the same hand or markets is under commitment.

In France the State or, ore Gredit Guarantee was started in 1985, in concection with the procession of the Soviet Onion deal. Since 1935, the or lite unranted by the State including newance by the Oraclit Sational. At first the expert ereigh contained was limited to deliveries to average as. It was only in 1985 that the currentee was execute, to sever deliveries to private impostry see, at the saw time, the evering of risks was extended. The expension of the expert erable assurance was continued in spring 1985. It the againsts of 1985, 37 expert approaches more founded by Jearce, for the pure so of achieving a cetter edjustment of Branch experts to the conflictions of interactional competition.

It was left to the free will of the exporters to join the export
'sesociation, however, a stimulus was given in that the associations
were grante' tox relief for the promotion of exports.

In Switzerland the export presection is carried out through the trade agencies of the Samesigarische Zontrale fuer Bindelsfoorderun. (Ewice Central Agency for Trade Promotion), finabed by the state. So far, such a equice have been patallished in Africa (Lagra, Mairola and Algiors), in asia (Coirut, Tel-Sviv, Intryic and Shanghai), on the empricon continent (Havane) in in Europe (Judanest). For representation in Games it is planned to Span in spendy in Montroul. A guarantee of the Podorttion has existed since Jarch 1988 to support the export of production to is. This federation and les firms to contract for expert orders with extraordinary risks in the interests of mintpinio, and oractio, op, remaities for work. Extracr imary risks primarily imply the sadan ories of ayments 'uo, resulting in particular from long torus of payment in conjunction with amountain acceptate and pullitical conditions. The guarantee covers lesses resulting from motorioration of forcin surrenoies, transfer difficulties, mentoria, insolvency or refusal to my on the part of foreign states, corporations or ther pulie-ic al institutions. Lam as reculting from the fact that the customer may be surject to a seill circumstances which prevent the followry of the whole, or part, of the goods may also a inclused in this communitie. Lesses ous to political catastrophes may a precludes from the guarantso.

The girrantes does not cover lesses caused by insolvency of private contractors. The validity of this Federal guarantee expires at the end of 1989, but a renewal of same may be expectable.

In the Sotherlands the promotion of foreign trade relations is corried out minly in an expensational way. The Setherlands trade Massian sugmitted to the government process proposals for an expension of the economic activities of the diplomatic representatives alread. In this manner the trade relations with South-America there was introduced in the same intensified recountly. The Minking-B, of individual experture into expert groups and the reduction of trade marks also more to promote furely trade. For instance, a limital up of the erape to proceed for the summand special armose in the end expert were recused to two standard branks. The co-operation of the individual experture with the Open cratical Expert Trade will a major of further.

The Italian state expert promotion is let by the Passist Spraign Trule Institute. The trude attaches, the Italian chambers of commerce atrop; and the foreign trace associations of the individual industries are in close ex-sportion with the Institute. The State Expert control jugantees the quality and assuminess on the foreign markets of the products ax arted.

in despatch of the _ sis there is a strict control for individual products (particularly for particular products), covering the quality, assertment and evenuess of the products.

In Name a state distinct exists for export levis.

The purposes must not excess 75% of the amount on the 111 for each initialization. The sum total of the state distincts for export levis for 1905 was fixed at 40,000,000 proves, of which 5,000,000,000 grows went for the export of herrings.

The export promotion in Suppose constate of or unitational as well as financial measures. As it is very often to costly for an individual experter to mintain his own representation abstic, a tottor dultivition f too firely a mirkets in to be octoids three h linein -u, in or thightien an collective representation, when, invosti itions of possibilities of sole and occiletons for competition of foreign markets are to be curried out in economiction with the overment; it is planned to studish permanent manolog, financed by the stude, for orthodism invosti tions of the survets. Unter a corresponding or that m, the barket Investigation office of the Swellan Expert assesses to is to see a the limits of executive control wearny for the extract out of the investigations bayles as. For the bullet year 1888/00 a sun of 100,000 orwas has look "licested for the financia of the market investigation a onclus. esides tirt, the Expert association will mile for

an intensified official representation alread. For instance, in Cubn a mattle legation scoretarial office is to be prested for economic activities ecvering Haiti, the aminions Republic and the remaining out Indian islands. The official Swodish representatives abroad are to have a considerable number of assistants allocated to them. Furthernors, they are to it lives the to transity of aguirin personal knowlette of the injustrial-, tribe- in shipping enterprises in their own country. The revival of scholarships for commercial studies, which are less ned to be in indentive for young scople to enter the expert true, also indirectly serves expert promotion .-In the financial field Sweden has an export sucrantee system. Improvements in this, too, we being planned. They are to cover a furner protection a minst roal losses, an expansion of the prodit currentee when taking over work atreal, an the granting of surrestees for claimin claims and barton deals. Not only the experience but also the persons arenting the credits are to be given the sevents a if the purantee.

Find males activities in the field of expert erospical are clindy of an or misitional acture. In view of this the number of the expension representatives afrom is to be increased particularly since a successful part of the Finnish experts int negationed at present by foreign intermediaries. The question of the expert insurance has because south again recently.

- 8 -

Foliah Foreign Tra/o Cyunoll. Luring recent years this obscull
becaused itself with the only execut of the a mornial representation street on the conoral improvement of the or misstion of
foliah foreign trace. The Polish export trace firms are to
by rented allowances, the amount of which will depend on the
degree of the difficulties amount of which will depend on the
two individual parkets. To remate exports provisions have been
saids for the affordables of a government querentee fund for
export on dita; defferentiation will to ends between
parameters for the a real export trace in a provinces for the
module- on a will-so to export an interpretable for the

To distinct, tempolitical of experters in expert inflations who formed it the papering of 1000. Their function is to expert oxports to the requirements of the foreign mirkets and to with the entered of the experts of the entered of the entered of the entered of the entered of the interests of the requirement. The remaining were presented in a trade your lates by a medicine of the limitary of Borolog, and she to have the local statue of a conferrate lock which may not pursue any intentions of presents our measure.

They set only in the interests of their measures.

Youghelivis frants export formin exchange premiums. The Yougheliav National cank converts the foreign exchange received from the export of cortain or mote to several countries of in reticalizely favorable rate.

LECUMENT ASE VI ILGNESS ILGNESS LECUMENT NO. 101

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In colour 1985; this institute proves to be of valuable assistance to the tross. It is the sucress body for the man point of the cultarian on at coliny. Its functions consist of the equivarian on at coliny. Its functions consist of the equivariant of the local provisions for the premieration and control of experts, the enalysis of markets, making an acceptant for the editors for the editors of foreign markets, which the experture, the listricution of information on the case of principles of constraints.

Turkey works meinly on attended isstit a necessros.

The star ordination of the Turkish export products is being continued in the time.

LIGHER LICENT NO. 101

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affidavit.

I, Fotor LANNIELLE, am royce of the IG Control Office in Frankfurt/Main am. Chief of the Control archives in Frankfurt-Main-Gricabeim, reside at Frankfurt/Sein Lorenzett. 31, having first been countioned that I render sysplicite to punishment for legisling a false affiliavit, state of colors that by afficient contains the truth and do by a substated a cylindra to the Dilitary Frights VI, Inlace of Justice, we report, Germany.

Frankfurt/Min-Grisshin, 12 Fe runry 18ve

algora Poter MacHamalan

I horeby cortify and attest to the above signature of here
Fotor the satelling, residing at Frankfurt/hein, Lorenovatr. 51,
mbuse identity was ascortained by mo, er. alter LiCent.
Frankfurt/hein, 12 Forwary Lone

Wi mel or. alter machem (wesistant befores Counsel) ECCURENT ICLS VI ILGNES ILGNES, L.COLENT No. 138

KIEL LECTULES

delivered in the Institute for world Economy at the University

of Ziel

Fublished by Frof. or, Andreas Fablical 53

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Increase of express to ugh orthogenic in the injustriciantion of the ports.

Dy.

hr. lax Il her

Machor : F to Virstin /F the I.G. Partenindustrio

This lacture was delivered on 28 Juntary 1935.

DOCUMENT BOOK VI ILGUER No. 103

Excerpt

from Dr. Max Ilgner's lecture of 28 January 1938:

Export increase through participation in the industrialigation of the world.

The industrialization and nationalization tendencies in the world.

Ogyae; aim and neture of these tendencies.

The intermest class for the present unified industrialimation and notionalization tendencies in the agrarianand rew material countries lies in the experience and consequences of the mer and the post-per period.

It is obvious the a every country and every nation will always endeavor to exach up, in time and whorever possible, with all developments in which other countries are alcost

On the basis of experience gained during the orisic it is the aim of the young nountries' now tendencies to

(page 4 of criginal)

because as independent as possible of the import of these industrial products which are needed, principally, to cover day to day requirements and, by increasing their can production - improving densetic real materials

DOCUMENT BOOK VI ILGNER No. 103

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and agrarian products - to place their entire economy or a broader and sounder footing.

All in all this cim can be summed up as follows: .
Latablishment of a greater independence of the world
market and therefore greater stability.

(page 5 of original)

World industriclization - danger or opportunity ?

I know that many industriclists of highly industriclized countries are observing the process of industrialimation in the rea actorial and agreeries wountries with areat concern. For they four that by belying those now countries to incustrialize and to develop they may lose their run markets. It seems important to me that, at the start of my expectation on world industrialization, I should elaborate on this fundamental question since it depends on a clear and correct enemer whether the strong, economic dynamics of the sgraries and rev material countries can be utilized to increase world turnover.

....

The world is round and whatever can be done in on sermer of the world to-morrow or the day after. The other and of the world to-morrow or the day after. The only question is whether this whole development will be, organically and communically, a reasonable one. But precisely whether a positive according to found to this question like to a great extent with the highly developed industrial countries themselver.

.....

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Coreover, the different structure of the various countries accounts for the fact that, in spite of equally etrong tendencies towards industrialization, the individual countries till nevertheless, develop in different directions; a country possessing rich met rel resources will never find it necessary to develop an industry for the production of synthetic materials just as no country with a mil distances will never play a lesting role in the development of the transport infustry. America, with its rest distances, has been the country where the motor der developed most quicky and extensively; and demany, the country without rich matural resources, became the country for synthetic products........

(pr c 7 of original)

Real danjers would agine, however, if the highly industrialized countries, misjudging the estuation, were to refuse their help to the young countries, thereby forcing them to struggle through their stages of develegment unmided.....

Such development, without the edvice of the old inunctiful countries who have already paid for their own experience years and decades ago, would force the young countries, unnecessarily, to propagain for the same experience and knowledge which is already available summance also in the world; all this is ectually unthing but unnecessary destruction or purchasing power...

(page 8 of priging)

If we follow the economic and industrial feveloppent in the world during, my, the last seventy years, it is easy to realize that those countries the went through a particularly intensive development of their economic life were able, at the same time, to increase their purchasing power most. This fact alone, however, would not be sufficient to

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renvince the industrialists of the highly developed reuntries of the wisdom of actively supporting the industrialization tendencies of the growing acuntries. It is of decisive importance for these present considerations that, in the case of all the countries the have become inhatrialized to a particularly great extent in recent iscades, above all their imports have also increased remainderably.

Although it is difficult in this respect to deternine the exact facts, based on precise figures, some in times which I had made in this moster - although based only on rough estimates - have proved the basis correctness of this theory

From the point of view/the old industrial states therefore, it is and was correct to support this development satively, particularly in the open of very dynamic countries, since this provides now exportunities for abject.

(page 9 of origin 1)

Now important the increase of purchasing power in in the world today, however, as a necessary condition for increased exports, is shown by the fact that although the national purchasing power of the verious divilized countries — as conject with the weamer period — has about a positive trend, the turnover from international trade — expressed in terms of gold — has in the absolute ease and quantitatively, in proportion to world production, not get regained gre-war levels.

This, however, appears to me to be the main idea of positive participation in the industrialization and invensification of the

Commonic life of the agrariant and raw material countries. Without an intensification of the seconomy of the young countries the purchasing power cannot develop any further, and without this additional purchasing power an increase in the volume of experts in the world is not possible. New factories ampley new workers and in due time the old industrial states with their first-rate industrial products will benefit by the increase. of tensed brought bout by the increased amount of wages paid. Such development of course will be gradual, nowever, notwithstanding the importance of taker and not morrow, we must not forget the day after to-morrow.

(page 10 of original)

One might speak of a new and present speech of world economy in the era of nationalization and industrialization tendencies. It is opporent that all countries wish to become independent at some time in the future and that the relationship, as it exists at present, between the advanced countries and those still in the process of levelopment and these the relationship between the independent and detendent countries will develop more and more slong lines which will make it necessary for the advanced or independent country to become a partner and ally and not an exploiter.

.

In recognizing the necessity for Germany's participation in this development in my equation the fact must not be overlocked, voday, that, while we have large and extensive teshs to corry out at home, we must not lose sight of what is haveling in the rest of the world. It certainly requires twice the cork and energy to attack both problems cimultaneously but I believe DOCUMENT BOOM VI ILGHER No. 103

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that we have no other choice here, for efter all the rest of the world will develop according to its own laws.

Conditions and methodic theory for an increase in exports through industrialization secistance.

Conditions governing participation

.....

I believe the following to be particularly insertent: hen sycaling of an increase in experts we cannot neglect expert promotion and if we

(rage 12 of original)

know that well conceived expert promotion means, we know that this is not a problem which and be treated as northing putside the ophers of economics but they was expert promotion can only be understood when considered as a part of the entirety

In this connection the forecone and most important task is, in my opinion, to observe world economy closely and to fine out, taking everything into account, where the possibilities and prospects for participation are greatest.

(pege 13 of original)

Particularly for Germany who, considering her numerous internal secondar traks, must strive to set secondarily insolar as it is possible for her to do so, it is important to select from among the existing possibilities for perticipation in industriali_ sation those from which the quickest and most effective results in favor of the German economy can be expected. This means an entirely subjective evaluation of the existing possibilities from the German point of view; such an evaluation is possible only, as stated proviously, if all the intrinscies are alearly and correctly surveyed.

(page 14 of original)

In order to evaluate all these factors correctly it seems to me to be an absolute nonescity for us to endeavour to emisse our knowledge of the various world markets considerably. There have been such fundamental changes in conditions in the young countries within the last 20 years that it is not surprising if at home structural changes abroad are often confused with circumstantial manifestations because of our look of personal content with foreign effeirs.

I have repostedly pointed out in lectures and riports how necessary I consider it to be for more sconnecists to go obrose in order to acquire, at first hand, a more accurate idea of conditions through direct contact with the people and conditions. It appears to see to be particularly important that such leading and respectable connecists especially should go abroad who, after their return home, will have the opportunity to not on and put into practice the knowledge they have gained abroad. Hence territories such as the Vest coast of South America and Bestern Asia in particular should be visited

And finally another decisive reason for my considering such journeys to be important: German industry, on the whole, has able and reliable DOCUMENT BOOK VI ILGNER No. 103

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about conditions abroad. But of what use is the best end most intelligent report by the best and most intelligent agent abroad if the responsible man at home is not in a position to read and utilise such a report in the light of his own experience?

Even if there are not many entropreneurs who are in a position

(page 15 of original)

to make such extensive and comprehensive journaes and market investigations it may, however, be interesting to note that there are, in Sermmy, about 20 concerns engaged in expert which erovide roughly a third of the total volume of experts. If the general experiences of these concerns - and a large part of the knowledge and are risade collected on such journeys is of a general nature - could be utilised and applied in the interests of the entire expert trade, I believe that a picture ochievement could be accomplished which, of source, would also have to be described in practical decisions and active measures and which would benefit all the remaining approximately 70 to 80 000 enterprises involved in the expert trade.

I regard an exchange of information within the German emport trade in respect of knowledge of the markets as important, but also consider it equally important for those men abroad who represent the Ferman of out trade interests to maintain contect with each other, with the representatives of the country in which they reside, the representatives of other estions in that country, and lest but not least with us at home. Of course those things I mention here are not now; on the contrary I morely want to demonstrate that

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the existing contacts, in the altered circumstances, are, in my opinion,no longer sufficient and that they should greatly intensified

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The leading man of an eversess organisation abroad should, if possible, come home in his official espanity every year or at least every second year in order to inform the management at home of the latest developments in his ocuntry and also in order to inform himself of and make himself familiar with the latest state of affairs at home. It is a moll-known fact that the best of seports from abroad and the elegrost of instructions from home can never neglect a verbal exchange of ident.

.....

In this commention a occurrison with Angle-Seron conditions might be interesting. It can be seid, on the whole, of Angle-Sexon firms that they attach more importance to better contact between their representatives among themselves in the various countries of one and the same continent and also with the effices at home. For instance, several firms have the following arrangement: their representatives in the countries of one continent meet, say, every second year at various laces of this continent in order to inform themselves of conditions in the neighbouring countries and to acquaint themselves simultaneously with methods and heasures which have proved their worth in other places and to utilise than where necessary for their own organisation.

Leeding representatives go home more frequently on official business, apart from their contract leaves, in order to inform the management verbally of the situation abroad and also in order to make themselves Pemiliar with the letest developments at home.

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(page 17 of original)

Even although these different methods and comparisons may not be applicable for us without further examination there is much in these methods that is worthy of study

As stated in the old English notto "Men, not notheds" the men we need to execute all these tasks in turnily play a decisive part. In the selection of the agents for foreign countries we should be guided by the consideration that only the best would be good enough.

(pego 18 of original)

The multitude of problems in connection with the concents development of the agrerian and raw material producing countries often requires a large staff of men abroad who have been thoroughly trained and prepared. This applies equally as much to the export trade as to nil other broades. Here, too, it is interesting to make comparisons with other nations. Without wishing to approve everything that others may do, it sight be said, nevertheless, that, particularly in the core taken to said out good men, the Anglo-Sexons work, on the shole, on more generous lines and more for-cighted considerations.

(page 20 of reiginal)

The support of German cultural institutions abread also has its place lere. Cultivation of the German language in

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German schools, commercial courses in the German language, exchange of young business men, which I mentioned before, and of students; all in all the reputation Germany enjoys in any given country thanks to her cultural ambassadors; German schools, German hospitals, German universities and other institutions, would, in the last resert, also benefit the expert business man.

The support of Girman papers by Gorman firms abroid is also something the importance of which, particularly from a long range point of view, to not generally rooms-nimed. It would be brong if my statements gave the impression

(pego 21 of original)

there all the above continued payabological and practical things were over-ordinated in any may. But it is important to recognize that they have the mame importance as the accepted material conditions such as good quality of our products and correct methods abroad on our part; both these things are complementary and cannot be separated.

.

There can be ar sould that the Termign pertner cannot apply in future the come methods which were in the before the war. I am convinced that in the Tuture — even if it should be the distant future in many countries — no emantry in the world will be able to do enything in any other country which she herself would not permit in her can country which she herself would not permit in her can country. It will no longer be possible to enter a country as a foreigner and run a new enter rice as a 100 % foreign enterprise in view of the strong tendencies towards not enalisation.

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EXHIBIT No.

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In my coinion industrialisation in most countries
will take place in such a way that the indigenous
partner, - there will sloags be exceptions - will
hold a mijerity interest.

It is important that the indigenous partner, who may be found in most countries for more easily than anticipated, should feel that, principally, his own ocuntry will benefit from the industrial davalegment end public epinion in the country sencorned will be ell the more willing to give protection to the foreigner if it coes in him an ally and not an ampleitor. Should foreign groups have too large an interest and if demits necessary large assumts of profits are diverted to fortion amountaion, birtor feelings will be arouned in that country. Poople like to feel that they are working primarily for themselves. An indigenous partnor the has a majority interest will of course always be engines to take good care of his own interests and thoraby, involunterily, the interests of his foreign martner.

CERTIFICATE OF TRANSLATION

10 March 1948 '

I, John Roblinky, No. 20179, heroby certify that I ma thoroughly conversent with the English and Gorman languages and that the above is a true and correct translation of the Deminent Book VI Ilaner No. 105.

John FOSHERRY, He. 20179

CEATIFICATE OF TRANSLITION

10 March 1948

Me, Hannah Schlesinger, Amalia Meser, Menics Allwood, Annatte Decatechn, Andrey, Lovey, and M.S. teman I, horoby cortify that we are only appointed translators for the English and Gorman Languages and that the above is a true and correct translation of the Memory work VI II nor.

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Care 6 Definise

TRIBUNAL VI

CASE 6

DOCUMENT BOOK VII

for

Dr. Max Tigner

Submitted by Defense Counsel

Dr. HERBERT MATH. Attorney - at - Law

Jours

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Doc. No. Exh. No.

Contonts

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Affidavit by Dr. Wolfgung Von Tilditz, imployee of I.G. Farben Berlin, No 7 from 1933 to 1945. He took a leading part in the compilation of Pr. Ilgnar's East-Asistic Report. It was proposed that the Distanciation he sort should be a kind of ocupandium on the Dest asiatio countries after the pattern of the China Year Book. For the purpose of revising and memplementing the list asiatic Report, ofter Dr. Ilgner's trip Dr. von Arpitz too unde c jointy to the Last asiatio countries together with with anti-first I der r, to whom Dr. Ilener given after he had emigrated. I.C.I. and Humbros dank, London, were previously inferred of the purpose of the journay and cave it their support. There was no quistion of fishi proposinds nor of proparations for a war. on the contrary, the report shows that " Il mor, whom planning the whole East asiatic divilogent, could almost be said to have counted on stormal pance."

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axourpts from the " Aspert on a journey to East asia 1934/15" by Dr. New Algor.

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Affidavit by Raich annister (retired) h.H. LAMAIRS (see Presecution Document AI-1570, Exh. 762, Doc. Book 46, page of German version 5h, page of Reclish version 45.) he confirms that he asked br. Higher to send him an edited copy of his East asia Heport for adolf Hitler, and this was done.

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Affidavit by Guenther SCHILLER, for many years assistant to Dr. Ilgner, concerning Dr. Ilgner's journay to East asia. Affidavit also makes reference to Presecution Document NI Shill, Exhibit 351 (Doc. Book L3, page of German version 9, page of Inglish 6). The affinat describes Dr. Ilgner's staff of collaborators during the East asia journey and his close co-appration with the English and American industrial concerns and big banks.

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Excerpt from a lecture given by
Dr. Hymer to the Garman-authorlands Association (Doutsch-Mederlandische Gesellschaft) on h.
November, 1938. Specking of the
Butch Leat Indias, er, Hymer again
atresses the need to ive assistance
to those countries spech were still
undeveloped industrially.

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Affidavit by Hans BURANDT, former Gorsan Gossarcial attache in lexico. A spint a good deal of time with Dr. Henor during the inter's visit to Musico at the and as 1936 which listed a fortnight. Ilgner visited the leading men in lexice, the american charge d'affaires, the chiefs of the big foreign concerns, with a view to furthering industrial cooperation. The ideas put forward by Dr. Il quer concerning intermational co-operation for industrialization everywhere netwith approval, br. Ilenor did not engine in esplonant or preparations for mir. The affight also takes stand to Prosecution Josephant NI 679, Taxhibit 913 (Doc. Book b9, German version page 64- English version gage 45.) E. describes the circumstances and disproves surmises about esplonaga.

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affidavit by J.H. FISCHER, Mexico, for many years I.O. representative in -exist. to reperts on Higner's journey, which was solely in the interest of industry. Dr. Ilgner gave instructions that the National City Bank of New York should be given preferential consideration for banking transsetions. When seting in a private capacity in hoxice he moved only in those circles which had nothing to do with the MSDAP. By using his influence cleverly with the leading men of the MSCAP Lr. Higher managed to prevent the I.O. foreign representations in Somice from buing colosted by the MadaP.

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affidevit by artur SCHOLDE, at the time of Dr. Hamar's South American journey resident of the German Club in Begots, Columbia, As reports on Dr. Higher's stay in Columbia, the injustrial plans expounded there by Dr. 11gner, and says that or, ilmorte statements loft behind a lasting impression. " Wobody saw anything also in this visit but the recognition by the 1.G. that once in a while m leading stoff memor should gain information about the reconcile situation of to country..."
It sound to him absurd " to look for other totives - such as perchance escionage or the likebehind the visit of Dr. Ilgner."

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for Dr. Eax Ilgner.

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113	Affidavit by Dr. Gustav SCHLOTTERIR, at that time Ministerialdirigent in the Reich Ministry of Moonanies. He was in South America at the time of Dr. Higner's visit, and confirms that Dr. Higner's trip was "purely an I.G. affair, and that no official commissions were given to him and consequently normarried out by him."	62	
114	Excerpt from the minutes of the 102nd Haeting of the Ebrking Cornittee on 13.April, 1937 in Frankfurt. Dr. Haper reported on the impressions gained by him during his journey to latin A.erica. He dealt particularly with A.erican, British and Comes investments in these countries.	63	
115	Exchange of correspondence between Dr. Higher and various Scotth American personalities on the occasion of his South American journey in 1936, in which reference is made to the books presented by Pigner, also contains lists of the books sent to the Banco Central de la Republica Argentina-Gustana in 1937.	67	
117	List of a shipment of books sent to the Maria-Elena Morks Labrary, Santiago de Chile on 14.12.37.	89	

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Affidavit by Dr. Ernst HACKEMAN, deputy departmental chief in the Directorate Department I.G. IF. 7, reporting on the procedure acouted to obtain books for South _merica. It was necessary to have recourse to the Doutsch-Malsendischer Buchtausch (German-Poreign Book Exchange), Berlin, Moreover, the list of books had to be submitted before despetch to the Auslands-Organisation. In order to get its approval, in accordance with a communication from the German-Poroien Book Luchtungs, several books had to be included thich had been published by the Farty Press. In addition, the lists from the Gor, on-Foreign Book Exchange word discoased with the Fertige Office. The efficit confirms "that it was purely an act of good will on the part of I.G. and there was no thought of making political propaganda."

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030

Affidavit by Dr. Ernet Hacianan, deputy departmental chief in the Directorate Department Mil 7. The affinnt states his attitude to Prosecution Document WI-2700, In-Midit 807 (Doc. Book 45, page of General version 65, page of English ---). He confirms that when writing up' the data on Dr. Elgner's South America Journey, his assistant did the followup work, such as, the reports on the trip, substitting suggestions to the official agencies. The idea of sending the invitation to the meeting of the Central Duronn "Frends and Arbeit" (Joy and Jork) was to get the I.G., which so far had doclined, to give support to this or-genization. The suggestion of the Dentral Bureau was never passed on by the Directorate Department; to the affinnt's krowledge the I.G. nover made an official application. "Since the attitude to the whole idea was as negative as it could bo, given the conditions in the Third Roich, nothing was done

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by the I.G. to premote the work of the International Control Birchi." "However, there can be no question of it's boing an organiention engaged in the so-called 'Pirth Column' activities, and, least of all, in any warlike proparations. This abourd idea cortainly did not enter or mind." Regarding the introduction of I.G. Licison Officers (Verbindungs mennor) the efficient states that in his personal intercourse he could observe that a great musher of the "Verbindingsmenner" ses not on the best terms with the NSDAP, and for this reason alone, sould have re-jected any demands to engage in esidonege and propoganda.

I confirm that all the documents contained in this Document Book are true and correct copies of the documents presented to the Tribunel.

Murarborg, 1. Merch, 1950.

Dr. HEDBERT NATH Attorney-at-law. Ilgner-Document No. 106

affidavit.

I, Dr. Wolfgang von Tirpits, born on 21 april 1887 in Miel, living in Irsphenhausen, Past Sbenhausen/Upper Bavaria, have been duly somed that I shall make myself liable to punishment by making a false statisent. I declare on my oath that my statement is true and that it was mide in order to be submitted as evidence at the Lilitary Tribumal No. VI, in the Falace of Justice in Surgeorg, Germany.

From November 1927 to 1933 I was employed by the Sales
Combine Observata of the I.G. Farbenindustrie A.O. in Prankfurt a.M. and
in Bisterfold. About the beginning of 1928 I was given the power
of attorney (Mandlungsvollmocht) of the I.G. From 1933 until 1945
I was employed by the I.G. Berlin AW 7; at the beginning in the
Press Relation separtment and later in the Economics Department.
My main task during the last years of my activity in Berlin NW 7
constated in editing the East asia report by Dr. Ilgner.

I have to make the following statement in connection with Ilemer's East asia journey: the purpose of Ilemer's trips abroad was the followings everywhere in the world the half or

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the still undereloped countries are striving to become industrialized. Experience shows that this means that the sales of I.G. products are then restricted by high protective duties or other import difficulties. Consequently it is important for a company like the I.G., themselves to take part in such industrialization in good times by supplying patents and manufacturing data, instead of finding themselves excluded later from making sales at all, increfore it is assential to go abroad, to study the conditions there, to establish connections with the leading personalities in these countries.

requestred in all its details, was based on this idea. -s Figner always systematically based his plans for carrying out his great tasks on the assistance of many co-operators, during his journey to East help he called on those numbers of the I.S. branches, who were able to do so, to give his basic reports on the country in question, to college natural of all clods, and later on, after Ilymer had returned to Berlin, to send him regular supplements. Under the directives of light I took the shole of this material and compiled from it a big East wals Export consisting of several bundred pages contained in four volumes. The four volumes were:

Japan, China, South East asia India (this volume was never to go to press). Ilgner-Document No. 106

These volumes were to serve to disseminate the above mentioned views and at the same time to constitute a reference book for the L.G.

In addition to this, the East asia Report was to become a kind of a monant of the last asiatic countries, scowhat after the pattern of the British manuals, such as the China Year Book or the India Year Book. For this reason, the reports also contained a chapter on politics, the organization and cost of the army, propaganda of the verious states in the particular asiatic country, e.g. universation, classions atc.

and Smitish companies, such as Standard Vil, General Moetrie, I.C.I.
and of many barks. It was finiliar with the incomparably high standards
of their reporting system. This fact might also have contributed to
his desire abrays to have first class reports at the disposal of the
I.G.

Moreover br. ilgner manted to forminarize these promising sountries with the interested Gartan cooncais circles, to which he distributed many copies of his lest Asia report, and in this way promote better economic co-operation. At was therefore proposed

Ilgner-Document No. 106

continually to revise and supplement the East Asia Report. To accomplish this aim, wr. Ilgner sent Generat Faul Lederer, Dr. Reithinger and myself in the fall of 1937 to the East Asiable countries, as well as to Australia and how Zoaland on a trip which lasted approximately one year. General Lederer, who was a Jaw, had emigrated from Germany. In order to pive him a job and to enable him to earn his living abroad, wr. Ilgner gave him a chance of taking part in this trip. During this trip we tried to improve and to supplement the data of the East asia Report by discussions with businessmen and official people.

At the request of Dr. Hence before leaving for East Asia, I visited together site Caboligat Lederer (*Dr. Softhinger may also have been with us) the officials of the Imperial Chemical Industries (I.C.I.) and membros sink Dto. in Donden, we explained in detail to those officials the reason and the purpose of our journey and asked for and obtained their friendly support, e.g. letters of introduction to the leading circles. Dr. Higher attached separate importance to those visits to Leadon, since he, and I know this to be the case from frequent remarks of his, laid great stress on having the I.G. co-operate in the closest and most friendly may with the big matricals and Smitish companies in the pascaful decommic development of East asia. Pursuing these ideas of Dr. Higher

Higher - Document No. 106 Exhibit No. on my trip I visited amongst others also the Standard Dil Co. as regards his plans for China, Dr. Ilenor always had in mind an apple-American-German collaboration, since one country alone would not be in the position to develop a country such as China which is the size of a continent. Owing to the outbreak of the war, it was no longer possible to continue editing the last asia report. Referring to quantions put to me by American interrogators, I feel obliged to add the following: In my list wait aphere of work there was never any talk about propagands for Maziem, we far as I remember, there is nothing in the reports which could be interpreted to imply this. Secondly there was tower may bint about the possibility of war breaking out or preparations for such an event. On the controry limer's deport, many copies of which must cortainly be available as well as the numerous instructions which I submitted to the co-workers for compiling the report, or which I received mys. Af, will show that Illiner, when planning the whole East Asiatic Esvolopeant, could alcost be said to have counted on started pillagov Signed: Jolfang ven Tirpita Irechanhausan, Jest Dounhaus n. Upper Bayaria 9 Fabruary 1548 -5 -

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question is minity dependent on three factors. firstly, on Japan's potential, secondly, on the willingness of the other Rast-Asintic countries, especially China, to be more or less led by Japan, and finally on the attitude of Dirope and .merica to Japan's clais to devulo; hast sain especially the Chinose market singlehanded. In my opinion may constructive actilement of the problem would have to be based on a joint effort of the main interested parties. Col- tans would the hest results for all participents, including the countries to be developed, be achieved. The chief ain of this report -capacially the first and second volume - is to show the factors essential for Judging the above problems correctly, or for supplementing those classey mown. It is hardly necessary to stress here that, owing to the large number of investigations ande, I have drawn to a rest estent on material which was furnished by collaborators both outside and inside, on the basis of directives and questions put to them,

In the following para raphs on attempt has seen made to determine the wiscon and requirements of the individual countries, their interdependence and relationship. It is of reat importance to Germany and as ocially to the German expert industry to get a clear picture of these individual factors, especially the probable development caring the next few years, in order to be able to take the necessary steps in good time.

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I should like be sum up the whole purport of my journey by making an appeal to the industrialists. Travel abroad and see for yourselves, speak with the competent men on the spot and in this way get to know about things in the Last. That good is the best report of the best

Tigner Document No. 107

representative in Japan or China, if the ren at home who has to make the deceisions does not know conditions abread from his own experience. That might have done when bealmess transactions were limited to the more expert of goods; at that time it sufficed to have experts who travelled from these to hime, relying on their efficient representatives to when they jost a good deal of scope. But telm, a on much bigger decisions are involved, under considerably note difficult and nonetimes unfathemable conditions, as for instance the taking up of a product, the decision rosts involved; with the highest level of the management of the enterprise.

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Part II Mapan.
A. Introduction.

During the last few years the intentions and actions of Wapan have frequently been misinterpreted by Europe and Acerica. Catchwords such as "pan-A-intian, occonomic imperialism, where and currency despine" for t mean a thing. In order to form an accounts picture of Wapan's mode and intentions, one must study the historical development of Wapan and her relations with Europe and America, and one must try to understand not only the political and occommic factors which determine the policy of Wapan today, but also the numberity and the outlook on life of the island race.

To mention the limit important points wireleft away: the population of Japan increases by soprax 1 million every year; there is no four either in Japan proper or in any other territory smallable, at all sufficient to sottle all those people. Japan has therefore decided to accommendate this surplus population in industry, i.e. to be in for industrialization. Japan needs merkets for the goods produced; she stakes her claim in mererdence with her production expectly, her securetyhical position in Asia and separately with her uncent requirements.

Which would containly be propored in the long run to comparate with Europeans and Americans in the development of merbets in the far East which can without any doubt be developed such farther, especially in China and Mancheria, provided the European and American groups of powers acknowledged Japans claim to suprement in the Fer East, and that she had been forced by circumstances to not as she has in fact moted.

If soroover racial discrimination against Japanese which is very strongly resented by all Japanese in view of their ancient civiliantion and bistory and the high moral character of the Japanese nation, is stopped, and if they are recentised as equals with the whitee, the win- will in all probability be token out of the sails of the military party which is influencing Japan's home on' foreign policy strongly at the moment.

The practicel results of such a sympathetic artitude towards the Veganose character would be that the willingness of Witch there are sime at the secont to enegerate in a spirit of sympathotic unforstanding with Burnpo and Asorica in the developcont of cart to in the Far East would receive a considerable fillip.

It would of course have to be an essential prorequisits for all this that there should be in the Western on matrice can who ere authorised to act and to negotiate on matters of such import, Almost Inveriebly, in the past, the uniformity of Japanese policy has been opposed by a sultiplicity of European and American interests; and the Japanese here is the past chase, with considerable elevernous and an animiliar flair, those times for increment mativity in the field of foreign policy when Durope and Acories were busy with internal problems of their own,

(py 5 - ? of the original)

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We must not however deceive nurselves! an long as the above conditions ere not imposed, there will remain in Japan, owing to the strong influence of the military party, a tendency to consider the development of Mest Asia as a Japanese preregative. Ohinn is closest to Japan, and it is therefore only natural that Jopen, the only country

- 31 -

which is propored to make a real offers and to be really active in China, should alain the right to exploit for her own anis the occasion possibilities thus erested.

In spite of the fact that it is impossible to dony the existence in Sapan of tendencies towards a radical salution of the whole problem, tenterates with howe moreover been further one uraged by recent events, they have not been able so for to play a decisive rate in farmi a palicy. During the gast two or three we're the roclisation small sees to have mained ground that Japan le indepeble of forelepine the Chinese merket on its own. because that process would involve such a strain on mangawar, onorgy, orgital, and resinger risks, that the power of Jayan, burdened he it is, promittee in "machuria would simply be evertowol. Even if political conditions were such as to allow John to Co so, the result, i.e. additional Chicago purchasing power ero ted by will those of north, would roke so little difference, that the pressine needs of the "Apraent could not by ray come be not. But we must not forcet that from the Western point of view a Chine Coveleged by Japan since will in the land run bucche a China which will avorates the nork with its words, which will, in other words, become na ressive.

In the control of the part of the several parties conserved.

The liberal Japanes: of today knows that the speed and especially the relume of security expension will be increased considerably if Japane collaborates on a rational basis with the nations of the West and if she bears in sind the enself-crations detailed above, so that even if many countries participate, everyone of them, most of all Japan, will obtain more additional markoss than if they corried on on their even, It is obvious that such a development would also be the most acceptable from the Chinese point of view.

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(page 105 of ortifical)

Q. Bonning.

I. Davalopment of home markets.

As fer as food is concerned the Japanese commony is self supporting. In view of the fact that the population is steadily increasing and considering that additional land for acricultural purposes is only available to a limited extent, it will become necessary in the not too for distant future to import an increasing engent of food.

Japan's industry is to a considerable decree dependent on row enterial augplies and markets abroad; it has repeatedly been stated that the main remain for Japan's foreign and trade policy lar in that had not in the points mentioned above; but it is important that one should make enceelf familiar with the various factors which have led as a matter of course to the present state of things, and which will have a decisive influence on future development.

(page 115 of the original)

f) Propost position of a rigultura.

The exticultural reform which was warried out at the backming ' of the ere of metargisation has not had very lasting effects.

(proc 116/117 of the original)

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No really incisive resource have however been taken so fer because it is well known that the problems confronting agriculture would be revealed in all their armyity if the government took drastic steps.

- 23 -

In wise of the fact that it is absolutely impossible to do anything on that scale, there is some reluctance to tankle the problem seriously at all. But that without doubt involves a contain amount of demons for the future, aspecially from the point of view of unemployment; an for the unemployed have usually been looked after by their relations in the country (family economy); about the position of the farmers Actorismte still farther, it will in all probability soon be impossible to settle the unemployed in the land especially at times of increasing unemployed in the land especially at times of industrial unemployment, and the presence problem of industrial unemployment will be added to the problem of the farmers who will one fine by become revolutionary (military party).

2 Industry_

The industrialization of Japan was intinted and indeed cade possible by the Maji- restoration of 1800 when the Serojous pattern was d'apped to a modern saveroira state on the Eurojous pattern. The first period of industrial development is characterised by a strong and almost exclusive business activity of the state itself, which was radually transferred to priv to business, in the main to the Dir trusts.

(page 118 of the original)

Ener and researches an elter of Japaness industry.

Although the foresting chapters have shown that Japan is not exited by neture to become a purely particultural country,

it whould be pointed out that she is not particularly well
provided with the raw materials required to build up major
industries wither. (In modification of the foreming statement
power
it should however be pointed out, that water/of which there
is an abundance balances raw materials definiencies to a
cortain extent.)

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(pare 169 of the original)

II. Expre trade.

1. The opport offensive ...

It was the Cotomination to be integerdent politically which first prompted industricliention. With uncertain instinct the Unpercess realised, whereve the Chinese is not, that the Western powers must be countered with their own woncome. This factor is still playing an important part today, we we have seen when discounts the experients industry ("Unpan's armarants" p (3), especially in cortain branches of industry (steel, iron, feel oil ote).

The transferse theremes of population which has been contioned on several acceptance and which started at about the same time went parallel with industrialisation, and increased the tendency to industrialisation; because the increase of the population could only be fed and employed by among af industrial abods. This led to the well known and dreaded Japanese offensive.

(peco 149/149 of the original)

The attempt will be note in what follows to englyse the addressments up to date of the Japanese expert offensive.

a) Planned Techney.

The country's lack of capital and the great advantage gained by the old industrial countries has, as in Germany during the last century, made free enterprise of the Manchaster stamp impossible; the small means available must be consolidated and uniformly directed. Thus in Jopen from the beginning of industrialisation we see the State and the big concerns as the chief cillars of development, with the strong intervention of the State. A good proportion of the vicerous energy of Japanese expert is due to this planned seconds.

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(Page 151 of original)

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of Japanese products on the world market by the great devaluation of the yen. (Compere "The Position and the Prospective Further Development of the Year, page 189).

State planning eleme, however, does not completely explain the success of the expect offensive. There are two further factors to be added, which can be suitably comprised under the turns, Capital and Labor.

(page 152 - 155 of original)

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- c) The 'dventago seined in the field of labor.
 - se) The old Craftmanship.

In the first place, the widely held essumption that a parameter of labour for industry has to be created to a cortain extent out of nothing

is erronous. The cld established crafts and home industries offer a supply of industries and very skilled workers. The natural adaptness which is put into practice often from early youth in the planting out of the young rice secolings, in the promution of silk and in the brushwork required in the critish of the complicated characters, make every Japanese of both series specially suited for the finer kind of menual labour.

(Comparé Policy 'The Social Constion', p.86) while it may be equalled in other (airties countries, is never even approached in Europe.

The fragal Standard of Living of the Japanese.

The everage Japanese lives on rice, fish and some vegetables. Is we have already seen, however, in the chapter on "Japanese Supply" (page 111), an increase in demand has lately made stackf folt;

this of course necessarily results at the same time in shipher meet of living, so that, necessarily results are the same time in shipher meet bound to result in time in the "fragel standard of Living" being no longer as favourable a factor in Japanese production scate as it has been in the past.

Clathlas

Motion (preiominantly European for men, preiominantly Japanese for women) is on the chole not much below European standard. The luxury in women's election is striking and is least equal to that in European countries. Eachien plays as Inrie s role as in Europe. This shows itself not in changes in material and form, but in changes in material and form, but in changes in material and form, but in changes in material and form,

Higher Document No. 107 Exhibit No.

Housing

The sanner of dwelling is dicteted partly by climate and partly by age-old tradition. The Japanese clings to the dwellingscuse of seed. In dany factories, the workers live in very simple hutments in the immediate neighbourhood of the factory. In any case, from the point of view of competition, the Japanese dwelling, while of good teste and style, is at the same time very chang in comperison to the western nations, which of course favourably affacts the production dosts of the Japanese products.

limoslimacus _

It may be assemed that the smaller stature of the Japanese and its influence on objects of daily use, (smaller hadatesds, smaller restaurants, clothing, decilinghouses etc.) also makes some difference in the sense of increased chaspates, when a population of 70 million is taken into consideration.

In the remaining cultural and general requirements of lare (enterteinment, recreation and aport), the demands of the Japanese are relatively high and could that if the average European,

0220

The always difficult comparison of international wage. scales, is rendered even nors difficult in the case of the Japanese, on account of the fact that payment in kind is so much mixed up with payment in cash and that frequently also the picture is effected by the system of additional and not easily computable bonus payments. All the same, it is not incorrect to say that the nominal weekly wase of a Japanese is equivalent to the nominal deally wage of a Japanese.

working Hours

According to the statistical compilations available, the everage working hours in the Japanese industry, not counting pauses, are between nine and ten hours. (Compare "the Social Quastion", p.92, toble 6).

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(page 157-158 of the original)

2. Foreign Trade and the Trade Balanco,

a) Foreign Trade according to Merchandise and Merchandise Groups.

Nothing characterises the immense progress of Japan in world economy more distinctly than the development of its participation in world trade.

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The participation of Japan in world trade in 1929, recknowd in RM, had risen to three times its pre-wer volume of trade and thereby moved up from the 8th to the 5th position. On the other hand, Gercany had shrunk to three-quarters of its pro-wer share and thereby moved downwards from second to third place, still a very respectable performance, considering the many difficulties and lesses which she suffored as a result of the outcome of /World Wer, Green Sritein, in spite of her lowered experts, more or less mointained her position, thanks to the high importation compared with pre-war.

Porcign trade means much more for Japanose industry than it does to the other industrial countries; it is estimated that about helf of the entire industrial production is sold abroad. As Japan, however, is not a rew material country, it is compelled to obtain the greater part of the necessary raw caterials for its industrial production from abroad. On the other hand, the importation of food plays only a small part in the trade with abroad.

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(page 169 of the original)

Although, however, the soturi yield from Landburia may at the concent be nightly considered as small, nobody should deceive himself with regard to future prospects. Manchuris is one of the most furtile and richest countries of the world and is inhabited by a frugal and industrious population. The branches of administration, such as police, reliveys and currency are already, after three years! colonisation, work in good order. The example of India, where the great English investments of the middle of last century only began to show results after 50 years of sorking at a loss, shows that the fruits in semi-cultivated countries ripen slowly.

3. Fosition and prospective forther Development of the Yen.
(pures 192/194 of the ord-inal).

......

The devaluation of the year took place after a strong disturbance in the currency situation and was injected principally for recease of trade policy; the devaluation of the wellish pound was used as the occasion, at the same time, however, the devaluation percentage went for beyond that of the Samilish pound and the roby created for itself an export advantage, at the various interviews in Japan, the enquiry as to shother it was believed that the present devaluation of the year corresponded with the requirements of the export economy or whether a further devaluation ets not thought to be desirable and simed at, I slavys received the answer that the present grade of devaluation was considered untirely actisfactory and that, on the contrary, a further devaluation was considered untirely actisfactory and that, on the contrary, a further devaluation was considered untirely actisfactory and that, on the contrary, a further devaluation was certainly not desired; the latter, however, because it was feared that

Higner Document No. 107 Exhibit No. 1 . : . . .

s still further devaluation might result in the population losing confidence in the stability of the country, with the inevitable consequence of increase of wages and cost of living,

Nevertheless, in my opinion, a further undesired devaluation in the yen will come the moment the Government is no longer able to avail itself of the convenient method of obtaining its monetary requirements through the deposits of the ammaments industry in the big banks; this, in my judgment, will occur when the armsments industry for obvious reasons one day finds itself no longer fully employed and without any possibility of using its great production capacity for other purposes; furthermore, when the credit requirements of the industry again increase and they are in need of their arm liquid means and can therefore no longer place them at the disposal of the deposit banks,

Doubtless the Government at this point, if it does not ment to discontinue its resumment, will first attempt to fill the gap - as filled it will finally have to be when the cycle steps - by raising the taxes, permaps even by imposing a special Poich emergency tax; that is to say, by taking away a great part of the profit, which the armaments industry, to the great ennoyance of the military party, has sade in the meantime.

These tax increases will, however, have the economic effect, not only of taxing costs and thereby placing at a disadvantage the competitive ability of the Japanese export industry, but also at the same time of increasing the costs themselves through a general rise in overheads, consequent on the available capacity (see above) being no longer fully utilised; briefly, the commercial-political difficulties which Japan has already had to meet to an increasing extent during the past year will then be accompanied by a decline in the price advantage, which at the present time is still great, and all this will

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necessarily result in a fall in the total of exports and a deterioration in the balance of trade and similarly in the balance of payments.

From this is is evident that such a development will increasingly deprive the Japanese Government of the possibility of financing its monetary requirements by normal nothods and will in the end leave it no other choice than to create money for itself or, in other words, ultimately to resort to inflation - unless it were avoided by a considerable cutting down in expenditure, which, hereever, by the time it was undertaken, would probably also be too late. There is only one thing, in my opinion that would help and this is also the aim of Japanese policy - to find or to open up now and eafo markets and disposel possibilities, in order to keep the economic machinery in operation. I can imagine that that would then be the mement where psychological conditions would exist for occasic callaboration on a broad basis in the Last. In the mounting, every country will be striving to extend and to fortify its position as strongly as the provailing direcustances will allow.

(pages 195/196 of the original)

From a north-economy point of view, an adjustment of the yen rate of exchange to the other currencies of the world would, in my opinion, only come into the question when, firstly, the dollar will have concluded its at present still obscure development, secondly, when the gold block (France, Juitzerland and Holland) will have left its present gold parity (artly from the psychological and internal policy point of view and partly from that of budgetery trade policy), and, thirdly, when a certain clarity exists in the question of the distribution of the East-

isiable markets and espendally in the question of the future development of the still undeveloped markets.

It was on ly on this journey that there first became really clear to no what has in the meantime been recognised by all countries - after the restoration of sound conditions in the different actional economies, which of course had to precede it - namely, that an adjustment of the world correction, as the first condition for the restoration of a sound world trade and consequently a sound world economy, would not to possible without the year point ultimately included.

........

[ages 209-211 of the original)

Sucond Part: 30MGGLA.

5. Foreword.

In the foregoing part, the particularly close political and communic communic communications between Japan and inchmunic have been repeatedly discussed and it has also been demonstrated historically how these bonds have developed. The traveller to Cameboric to-day comes to a certain extent into Japanese colonial territory and the question involuntarily presents itself, why Japan was so amminus to compute impediate for Japanese at one map gives the ensure: innormal signifies for Japan in the first place a strategic assurance against Eussia; all other standpoints compared with this docusive one recode into the background. Chamburia's special importance as a source of raw materials and, above all, as a stopping stone to the valuable raw materials has of North China is only a secondary consideration for Japan.

The importance of Enchuria as a market for Japanese manufactures is only a long-term consideration. Of greater significance is its value in establishing a land communication to the Chinese market. The big Japanese undertakings are still very reserved in regard to the new market of Manchuria, and if they establish branches there and develop more activity than the actual volume of business would appear to warrant, it is usually at the instance of the Government. The attitude I observed on the part of the Japanese industrialists with regard to Manchuria can be summed up in the following sentence: first let the soldiers establish order and peace in Manchurle, exterminate the bandits, develop the reilways and foster the purchasing power of the country through intensification of agriculture (planting of Mauliang) and extension of the sources of important raw caterials (ores and coal); then we will see what can be done in the way of additional business. For the western powers such a standpoint is not possible, as each nation in striving to outstrip the other and whoever hangs back will come too late and have his trouble for nothing. Despite the principle of the open door, no great expectations should, however, be placed on Wandhurls as a new additional market, as, owing to the vast extent of the country and, on the whole, the still relatively low stage of development, many years will be needed before any considerable intensification on be spoken of.

The notion that Memoraria will constitute a settlement colony
for Japan is in substance incorrect; the Japanese have attempted
to find room for Japanese emigrants in Korea by transplanting Koreans
to Manchuria, as the climate in Manchuria itself is too bleak for
the Japanese colonist. But this method had only a very poor

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success, the more so as the standard of living of the Japanese is considerably higher than that of the Koreans, so that for the settlement of one Japanese in Korea, four or five Koreans had to give up their land; furthermore, this method naturally evoked much dissatisfaction and bitterness on the part of the Koreans and on these grounds alone more prudence has had to be exercised.

Digner Document No. 108 Exhibit No.

Affidavit.

I, Dr. Hans Feinrich L MMFPS, form 27 May 1879 in Lublinitz C/S, et the moment in Nuremberg, having had my attention drawn to the fact that I shall render myself lightly to punishment if I make a false affidevit, herewith testify and declare that my affidevit that I a true/and that my statement is to be presented as avidence before Vilitary Tribunal VI, Palece of Justice, Nucrobaro, Germany, as fallows:

From 1935 to 1945 I was Chief of the Reich Chancellery.

In the summer of 1936, Dr. Max Dignor, a member of the Verestand of the L.G. Farbonizabathic whose normanal acqueintance I had made shortly before, sent me a report on a journey be had made to East [siz.] The report consisted of two type-written volumes. I broked upon this report as baying been dedicated to me for purely personal research, and incorporated it in my private book collection after brief perusal. Jotails of the contents I can no longer recall today. In I thought, thrower, that the Fuebrar, who liked reading accounts of travel or and, night be interpreted in II needs travels, I requested to. Higher in my letter of thanks

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to send me a second copy of the report for the Fushrer, but to
go through it beforehand and indicate the most important parts
and passages by marking and underlining them. Fr. Illiner acceds
to my request. I then bended both the volumes to the Fushrer.
Iter some time, Dr. Tigner sent me two copies of the third
volume of the travelogue in question which had been prepared
subasquently. One of these I sent to the Fushrer, and included
the other in my can private book collection. Whether the Fushrer
rest the two volumes on Figner's travels I do not know. I know
that as far as I was concerned be neither referred to them again
nor to Dr. Elipher.

Nucroters, & February 1948

Signed : Dr. Lambers.

I, Ittorney Dr. If fred Seidl, Ferewith confirm the genuineness of the above signature of Dr. Hens Meinrich Lamburg, at present in custody in Muremberg, sto today signed in my presence.
Nuremberg, A February 1948

Signed : Dr. Seidl. Dr. Alfred Seidl , (ttorney.

lfficavit.

I, Guenther Schiller, born on 24 'pril 1904 in Leipzig, residing at "minhaim/Sergatrasse, Freudenbergstr. 40, am aware that I shall render myself limble to punishment if I make a false affidevit. I declare on both that my tostimony corresponds to the truth, and was made in order to be presented as avidence before lilitary Tribunal VI in the Palace of Justice, Nurumberg, Germany.

In my capacity as Lasistant, I also accompanied Dr. Max Ilgner on his journeys in East Jais, and made preparations for the trip to South Jacobse, although I did not take part in the latter.

My collaboration on the composition and distribution of the Fast Jais report was merely of a sporadic nature as I was transferred to Vienna in the machabile.

Seat fala, in perticular China and Japan, was one of I.G.'s main morkets, and yet had not been visited for some years by a member of the I.G. Vorstand. It was therefore obvious that pr. Ilgner should also visit these countries since he was specially concerned with questions involving extension of expert, and the sconomic development of other countries with I.G. perticipation. The actual notive however was the fact that Dr. Ilgner had been involved by the PSDAT in the train of events leading up to 30 June 1934, and Scheimet Schmitz considered it advisable for Dr. Ilgner to stay strond for a while. Then this stay was prolonged for an indefinite period, I travelled to Shanghai to see Dr. Ilgner in late suturn 1934. Dea I arrived in Shanghai I observed that Dr. Ilgner was devoting himself to two main tasks:

- 1. The economic development of Frest /sis in cooperation with other interested sconomic Great Powers.
- Compilation of a comprehensive report on the accounts situation in test Asia,

In order to carry out these tasks successfully Dr. Tigner had secured the conjugation of a number of people. The composition of this staff of collaborators is moreover indicative of Dr. Tigner's attitude to National Socialism. For example Gabeimrat Br. Paul Lederer, former masher of the Board of Directors of the Deutsche Lasaderbank A.G., Serlin, a Jaw, was on the staff as general advisor; Dr. May, former Director of the T.G. Tolfon Farbenfabrik, a Jaw, was technical advisor; Dr. Cahn, an atternay, who has emigrated from Berlin, a Jaw, was logal advisor; Bannal Puchamann, Director of the T.G. agency in Smitish India, a Jaw, was Zefi-Vermicologassann; you Maldheim, former Garman journalist, a Jaw, was working on the Japan report. Later came Dr. Hase as issistent to the T.G. Perbindungsmann for China, Dr. Reas had had to leave the Gorman Fereign Service because he was married to a non-Aryan.

That the whole of Dr. Higher's work was directed to possession development is shown by his constant and close comparation with large foreign concorns and banks at all the places he vicited in Fast Asia. First and foremest among these were ICI, London, Hongkong and Shanghai Banking Corporation in Hongkong and, National City Bank of New York. He always expressly stronged this point in all his conversations with German and Foreign officials and firms.

The East 'sis report was intended to serve as a collection of secondaric data for I.G. employees, and in a broader sense elso for other Garman business men (Mirtscheftler) who were interested in trade with East /sis. When the report was distributed, all the offices that had contributed material were borns in sind, including those towards whom Dr. Ilgner felt indebted for assistance rendered to him on his journey. Of a total of 338 copies distributed, 256 - 1.e. over 75% - wont to private persons (of Presecution Dreument NI-Calla, Exhibit 551).

Dr. IIgnar's a personne on his trip, his negotiations and work in connection with the industrial development of individual countries and of the Sect (six Report all took place with the utmost publicity, Foreignars were invited to perticitate at every opportunity, provided it was not a question of internal I.G. affairs. Therever I was not personally present at any conference, I was informed about the patter in hand. I can therefore state with desplate assurance that the trip was note tolery for economic ends, and had not the slightest connection with propagands or exploners.

During the Feat jalatic trip, a plan metered in Dr. Higher's mind. He decided that on his return to Germany he would immediately make properations for a similar journey with the same objectives to South America in 1936, and later on to Arien or Australia and New Zealand.

I did not take part in the South American Journey, owing to illness, but I know about the properations in which I had participated. From the reports of Solverta also, a qualified engineer colleague of mine, who fell in the war, who ment on the trip in my place, I know, that the journey followed a similar course to that of the East -10 -

Asis trip, and that in this case too there could be no question of espionege and propagands.

Nurenterg, 4 Merch 1948

signed : Guenther Schiller

I, Dr. Telter Sechum, normath cortify and mitness the above signature of Herr Guanther Schiller, Weinheim/Sorgatrasse, Proudenbergstr. 40, whose identity I have established.

Nuremberg, 4 March 1948

signed : Er. Welter Becham (femistent Defense Scunsel) Higher Document Fo. 110

A LECTURE

by Dr. Max Higher

before the Deutsch-Wiederlandische Gesellschaft e. V. Berlin (Gerian-Setherlande Association, Registered) on 4 Tovember 1938.

5) Easic Ideas on the Industrialization of the Dutch Indies
Comments by

Dr. Max Ilgnor, Forlin.

Purely commercial-political relations no longer slone play the decisive part in general economic relations between two countries, but the problem of existing tendencies towards infustrialization and their promotion through active and joint contribution to this development, acquires on increasing importance. In coaling with those problems, the term industrialization, which has been often misunderstood, should be interpreted more broadly and might perhaps better to replaced by the term intensification of sconomy, because a healthy and or anic industrialization rust be based on a provious intensification of the economy, i.e. the economy must in its first stage be based on the finishing and processing of demostic raw naterials and agricultural products. A large population, the purchasing newer of which is capable of expansion, is necessary for such development. Tole possibility of expanding the purchasing power seems to me to be yestual resson for the intensification and industrialization and, above all, the reason way countries already highly industrialized fell in with this development.

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If the highly industrialized countries prove unwilling to rander the appearancy assistance to the young countries, then the latter will proceed with their development of their own accord and, in doing so, will necessarily have to pay dearly for experiences for which the industrialized countries already paid decades ago. This, however, would mean an unaccessary loss of purchasing power with detrimental effect else on the industrialized countries which are willing to expert.

Congerisons have been drawn between the development of the purchasing power of these countries which have developed from agricultural states into primarily industrial states on the one hand, and those countries that re since agricultural states on the other hand, and such conperisons have proved clearly that, despite the fact that the larger port of the miditional purchasing power in the country concerned was absorbed by the newly are led production, the absolute figure for imports of products which it was not yet possible to manufacture in the country concerned increweed at the some time. In highly induof Salited countries, this would produce the following results: the as all definitived countries would be able to increase their emports to the countries overseas in the same ratio as the latter pro reas in the direction of industrialization. This, of course, yeal require a hi h do roo or sieptability on the part of the the ly industriblined countries, in so far as it will be necessary for that to edjust their our production to the constantly communication requirements of the young countries; in other words, it smald be necessary for them to improve steedily the quality of insir own production. This seems to be one of the besic chases of the present stagmetion in the development of international purchasing power.

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The Algily industrialized countries do not seen to be able to decide in favor of actively supporting this absolutely natural and organic development, and this is probably substantially due to their inedequate understanding of actual conditions and tendencies prevailing in countries oversees. It is, in my opinion, urgently necessary to news a larger number of responsible economists, particularly the type of men was, upon their return to their own country, will actually be able to act

in collect as well as in the Putch Indias, are known, and so are the differences in opinion as to the practicability of such a development, particularly in the mother country itself. One can also often near the opinion expressed in holland that, considering holland's special position in world occupy, it would be better to disregard such to describe in the nother country itself and instead devote norce attention to these endocrars in the Dutch Indias. Such a change in infustrialization policy, in which other nations, particularly the big edetocrars of the Dutch Indias, such as Sormery and Great Britain, would participate at at prove an interesting and stimulating contribution towards furthering, the combange of goods, whereby the function of the Dutch cother country we intermediary would again take itself more strongly folt.

New I and a few basic comments on this subject: It appears to me
to be clear that, in future, industrialization can only be effected
if the national partner - standard there will always be emperitions nolds the pajority. After all, too strong a participation of foreign
interests, accompanied by substantial resittances of profits to foreign
commission, would create a bitter feeling in the country concerned.
People want to be sure that they are working primarily for their own
country.

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After all, it is of ductains importance that constructive co-operation be used to a means for active promotion of the healthy and organic development already existent in its basic tendencies, thereby creating

additional purchasing power and ansuring the benefit to both partner groups: the interests of the national partner are served by the increase of the purchasing power in also own country and the consequent rise of the general stendard of living, and the interests of the foreign partner are served because, by making their experiences and patents available and by initial delivery of their special maximum and apparetus, they increase their own expert

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of the young country, they have, so to say, laid the foundation for their future experts, which must continuously improve in quality.

If co-operation between German and Dutch , rouse, as described above, proves possible, with the object of dealing jointly with this rest problem, that the results of such co-operation might contribute towards laying the foundation for the economic relations of our two countries and, at the same time, towards the strengther of our cost menuments connections.

Affidavit. (1)

I, Hens Burandt, born at Versoruz (Mexico) on 21 December 1893, residing at Tiesbaden, Wilhelmshoehe 11, an aware that I shall be liable to punishment for making a felse statement. I declare on oath that agretatement is true and was made in order to be submitted as evidence to the Military Tribunal at the Palace: of Justice, Nuernberg.

I made the acquaintance of Dr. Max Ilgner, member of the Vorstand of the J.G. Ferbenindustrie on the occasion of his visit to Mexico in November/Leoseber 1936, in my official capacity as Commercial Attache to the German Legation. The German envoy to whom he had paid his respects commissioned me to assist Dr. Ilgner in carrying out his plans.

Dr. Ilgner, in whose journey through South Inerica, Mexico was the last post of call, explained the object of his journey to me as follows:

The former view that the industrialisation of the countries producing agricultural products or raw materials and which are backward from the industrial point of view, would of necessity exercise an unfavorable influence on • export to these countries, one be considered as out of date. Experience teaches, on the contrary, that the greatest exchange of goods takes place between those countries which are nost nighty industrialized. The reason for this is that each newly astablished industry increases the purchasing power of a country, raises the standard of living of an ever widening section of the population and thus creates new needs which in turn cause a considerable increase in the demand for foreign products, even though this is transferred to other types of goods

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and to articles of higher quality. One should therefore, not work against the constantly increasing tendency towards industrialisation e.g. of the latin-American countries as it represents a natural development. It should, on the contrary, be encuraged and attempts must be made to guide it in the proper direction.

The German export industry must also take in account this generally recognised fact, if it does not want to be outdistanced. The I.G. was therefore prepared to make available its technical know how in the form of industrial assistance. Two circumstances should be teams into consideration however. Firstly the mational consciousness of the Latin-Sperican countries which was prowing stronger and stronger and which desired to become independent of foreign scopecie in origination, and secondly the rivalry of the highly industrialized countries. It was therefore, his intention to carry out such projects only in a spirit of friendly cooperation with the U.S. , and other foreign partners, and to concede the controlling interest in every case to the Mexican cartner. This would be a service to both Mexican and world economy, yet all economic imperialism, and the rivalry and distrust between the great economic powers would be expluded. The world was big enough and offered so many possibilities for industrialisation that there would still be room enough for the activities of all of them.

The intention of his maxican visit was to obtain information on the spot, on the economic possibilities of the country, and to make sure by means of discussions with the competent representatives of the Mexican government and the economic and financial leaders, that his plans were understood. He therefore asked me

to arrange such conferences for him and to accompany him onhis visits. He would also attach importance to the interchange of ideas with representatives of the /merican embassy.

Thus I soccepanied Dr. Higner, during the two weeks of his stay in Mexico, on his visits to the Minister of Pinance, the Minister of Economics and the Poreign Minister, the General Manager of the Banco de Maxico (State Bank), the President of the Mexican Chamber of Industry and Commerce, Mr. Inderson, the Vicepresident of the Pastecs Patroloum Co., and Mr. Richardson, the Manager of the Mexican branch of the National City lank of New York, and Sr. Ugarte, the manager of a Mexican pricate bank of which I do not remember the asmo at present. In the absence of the American ambassador Mr. Denicle, Dr. Higher had a conforcade with the American Charge d' affaires, Mr. Woal, at smach the Jourisan Commercial Attache "r. Locket was also present. I to longer remember, however, whether this conference took place at the 'merican Imbassy or at Pr. Hichardson's house, at the letter's invitation. To word what accompanied on saviral of these visits by Forr Pens Martin Fischer, the head of the local I.G. branch Cis. General de 'milinas.

On all those occasi no br. Henor expressed the sume ideas as he had explained to at and he encountered the complete agreement of all the Nexicans who took part in the discussions and at least a brisk and friendly interest in the case of the American gentlemen.

I suppose it is something entirely new for a leading enchante of a country to publiciae so openly and honestly his aims. Dr. Ilgner was able to do this, because, contrary to the usual rules of the game of economic competition he exercised a wise restraint in setting his goals,

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besing his action on wide knowledge of the needs of world so,/
scenary. He could do/moreover, because he had found a way of proseting the interests of his own firm without coming into collision with the interests of other countries.

His intention of involving himself in complex international negotiations proves that Dr. Higher could not twon have thought of the possibility of wer. Still less could be have engaged in espionage and the dissemination of propaganda — in preparation for an aggressive war as alleged by the Presocution.

Should anyone protest that the ideas of which a rough draft is mande here and the visits mentioned above were mare invaly intended to serve as cancuflage for secret espirings and propaganta activities, I am compelled to statu that this "camcuflage" becapied so much of his time that, taking into account the other claims on it, (inspection of the verious local I.G. brench establishments and discussions with their managers, courtesy visits to the leading members of the German elleny, invitations and bancuets, visits to the objects of interest in the capital and its surroundings etc.) he cannot pracibly have had time for any other work, Since we understool each other well from the beginning and soon became friends, I spent such time with Dr. Ilgner when I was off duty, in addition to my official duties, so that I always know the datails of his extensive deily according. No day passed that he did not take dinner or supper with a large company, of people, whother he was present as guest, or whether he himself had assumbled the guests, and the avening fostivities

used to last requirely until late at night. Actually it required Dr. Ilgoar's strong constitution and enormous vitality to carry out his schedule without relaxation and with regularly only a few hours alway. The two wasks of his stay were quite a strain for me despite the fact that I did not, after all, participate in all his activities.

I learned from the Defense of the Occument N .NI-573, (or NI-579 Cont'd) which was submitted to the Tribunal by the Prosecution, to be used so evidence against Dr. Ilgner. It contains a latter dated 12 June 1942 from Dr. Ilgner to Herr v. Schmitzler, with 2 analogues. Ty asso is montioned several times in these documents.

I can confirm as correct all information given by Dr. Elgner in this latter, and Dy Horr Pischer in the encl surds, in econoction with my name. Helevor, I have in wrin for the reason which needs have induced the Presecution to select these decuments for submission as evidence against Dr. Tipner.

Due to the lack of an other sucure ray of conveyer information,

Herr Fischer took advantage of the opportunity of the repatriation

of legation paramonal for forwarding communications to the parent

firm. This was not only his well established right, but was, indeed,

the juty of a faithful representative of the interests of his

business house at home. It was nuite natural to solve the Communical

Attache to carry his communications, which dealt mainly with

scenario matters, especially as the remaining communication concerned

circumstances (my conferences with the President of the State) of

which the particulars could best be obtained from me. Consequently

it is not possible that Herr Fischer's part in this correspondence

could set us a basis for charges against Dr. Illant, as little, in

frot, as could my

Ilgner Document No. 121 Exhibit No.

participation in the conveying of the information.

In case the remark in Horr Flacher's cable to for. Higher :

"......that our collaboration with B. turned out to be very usoful and that B. =10 27s showed the grastest concorn for the interests of the I.C., durant his activity as a Compresel Library in Maxico "

should seem suspice us to the Prosecution it is seprency necessary to point out that I had nothing to do with aspinness and war propagands. It goes without saying that the collaboration continued involved only satters of a purely occas in nature, and consequently formed a part of my duties. Nothir does it seem nacessary to complete the feet that a Commorcial attaché showed a lively interest in the last interest industrial enterprise of his country, when not the last of his duties is to take core of the interests of all such enterprises.

State Treatment of which I was to inform Parry. Spanitaler and
Werr Overholf secreting to Dr. Tigner's latter to Werr won Schnitzly.
I cannot lesging took the fact of those two audinocas, and the
searction that the State President throught wall i so (later, this
incidentally is partly one to the fact that I am Mariean by Dirth)
or the circumstance that Dr. Higher considered it important that
the gentlemen contained should be considered in the freecussions from me personally could be considered by the Frence
cution as denstituting an indication of espicacyour of propagance
designed for the proporation of an appreciate war, and, as such,
as evidence formed Dr. Tigner.

"Tashedon, 22 January 1948

sirned : Tens Eurendt

Tigner Document T. 111

This is to certify that the signature was officed by the own hand of the undersigned.

Police Administration

By Order -

zigned : Eignature

(Stage)

Higher Document No. 112 Exhibit No.

Lifidavit.

I, 'rtur Schoane, living in Scriin-Zchlenderf, Classolle 30 b, have been warned that I shall make myself liable to punishment by making a false statement. I declare on oath the my statement is true and that it was made in order to be submitted as evidence at the Military Pritunal in the Palece of Justica in Naremberg.

I got acqueinted with Dr. Tigner in Popots (Columbia) when he visited South Labrica in 1936. Respite the fact that I was working at that time for a German company which was a competitor of the I.U., in my capacity as the president of the German Club in Popots, I took part in several meetings of influential personalities. In most cases a considerable number of people participated and Dr. Tigner also invited men like the former Minister Herman, who had emigrated from Dermany for political reasons.

The notive bening this visit was clear to any G. mans there. Owing to their diversified branches of production, the 1.0. had alone commentions with all business and banking interests in the country,

which made this first visit by a number of the Verstand wh lly justified and which fid not fail to profuce its offect upon the lesders of Columbias business. It was estenishing how pr. Higner openly discussed his views about world economic problems with sil winds of sudionees and how he tried to convince the listeners ebout the necessity of a reasonable industrielization of the South marieum agricultural countries and about the possibility of German perticipation. His unusual pursonality made a very tecp impression on all who not him and his ideas on business and for-reaching plans were discussed long after he had loft. Wheely are anything also in this visit but the recommittee by the I.G. that once in a while - larding staff member should goin information about the economic minustion of the country, and should revive old hysiness ties and open up new channels of trade, This applied to metive, American, British and Gorsen pers me lities. It was obvious that in dray iscussions the optim Garage of mode problem was in the foreground, since the I.G. had the erectest share in the foreign trade of Surmany.

I was on friendly torms with Herr Kermler, manager of an I.G.

I gamey and later Verbin'ungament for I.G., who accompanied

Dr. Ilgner on all his visits and who took part in all conferences.

I beared from him with what energy Dr. Ilgner went about his task and how freely and easily he discussed world economic pro
"lams with representatives of diffferent nations. It is therefore absurd to look for other motives - such as parchance asplonage or the like - behind the visit of Mr. Ilgner.

Muremberg, 23 February 1948

signed :

Artur Schoene

I herewith martiny and witness the above signature of from Schoons, livin in Sorlin-Zehlenforf, Cleanedle 30 b, who was identified by syacif, Dr. Falter Fachen.

signed :

Tr. | alter Bachem

(Assistant Defense Counsel)

Murenburg, 23 February 1948

Higher Document No. 113

Affidevit,

I, Dr. Gustev S c h 1 c t t c r o r , born on 1 Narenburg, have been in Bibersch-Biss (Nartt.) at present in Naremburg, have been duly merned that I shall make myself liable to punishment by saving a false statement. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the 'merican Wilitary Tribunal in Nuremburg.

I see sware of the fact that Pr. Higher in 1936 went on a business trip to South Jacrice. and visited enought others, the countries of Irgantina; Chile, and Urugusy. I can confirm that this journey was purely an 1.6. affeir and that no official normissions were given to bim and consequently none carried out by him. I strived in Busines-Liros and in Santiago shortly after the departure of Dr. Elgner - I happened to be on an official tour of South Aperica at the same time - and was able to convince syself that Dr. Elgner had appeared there only as the representative of the 1.0. signed; Dr. Gustav Schlotturer

Nuremberg, 22 Jenuary 1948

0

I, Dr. Joschim Lingen erg, herewith certify the alove signature of Dr. Gistev Schictterer, Nuremberg, who signed in my presence. Muremberg, 22 January 1948

signed : Dr. Josephin Lingarbers

Document Figner No. 114

The Minutes of the 102-nd Feeting

of the <u>Forting Committee</u> on Tuesday, 13 April 1937, 3 p.m. In the 'deinistration Pullding Frankfurt s.W.

The gentlemen menced on the obtached list work propert. Schelmret Scheltz opened the secting at 3.30.

Foint Mo. 6 of the agends :

- w. | International army situation
- b. | Report on the journey to South America | by Minir
- A.) Dr. Elgner rejorated on the mottlement of deficits by means of promotion of amounts, In addition, he explained the state and the possible development of different currencies and the consequances resulting therefrom for the I.S. For the time being there did not meet to be any international stabilization in view.
- b.) In addition, Dr. Elgner reported briefly on his journey to S with 'excise which led to interceting impressions. It might be said in general that the situation of the Latin-American countries had become much more fewerable and that the possibilities for developing these markets were considerable. Dr. Elgner described particularly noteworthy problems of the verious countries.

\$ 31 h

Capital had been invested chiefly by the U.S.A., Incland Germany, in such a way that England was leading only in Argantims and in Uruşuay, whereas in all the other countries the U.S.A. were sheed of the British and of Germany. In various markets, Preced and Japan also were asking themselves felt by dint of considerable effort.

List

of the gentlemen who were present at the 102-nd leating of the Co-Corning Cornitive on Tuesday, 13 April 1937, 3 7.7. in the Coministration Smilding in Frankfurt s.F.

From the afgighterry: Geheimmet Dr. Haesser, In. won Bath, Geheimmet Dr. Urthur von Binberg, Dr. C. w. Weinberg.

from the Vermeltungeret : Geheimmet Dr. Schoon,
Geheimmet Professor Dr. Bosch.

From the Torking Committee :

Gehelmret Dr. Schmits, Cheirman Dr. Brueggemann, Dr. V. Knierien, Dr. Bustefisch, Dr. Kuehne, Dr. von Schnitzlor, Professor Soluk, Er. Buttefisch; Mainal, Dr. ter Wer, br. Buhl, haber-Androse, ir. Jejamski, Otto Dr. Plator, Dr. Hermenn, Dr. Heerlein, Muchlen, Dr. Scherf, Dr. Schneider, Dr. Saidal. Br. Ilymor,

Reporder : Tuisbarg.

iffidenit.

I, Fater Promoulier, employed by the I.G. Control Office in Frankfurt and chief of the Central Archives section in Frankfort a.M.-Grieshalm, living in Frankfurt c.M. Larmourstr. 31, as awars that I shall make myself liable to punchment by making a false statement.

I declare on oath that the above copy corresponds with the original document which is kept in the Records Publish, of the I.C. Control Office in Prenefort . M. - Gricabeim.

Frenkfurt s.M.-Oricehain, 9 February 1948

signed : Feter Kromueller.

Higner Document No. 114 Smilhit No.

I burewith certify the above signature of Pater Eronmueller, living in Franciert a. T. Leranoratr. 31, who signed today in my presence.

signed :

Dr. Weltor Becham

Frankfort m.M., 9 Sabruary 1948

- -

Higher Document No. 116

Affidevit.

Note Fo. 2067, deted 14 December 1937, to the Office of Statistics for the attention of Herr Vergers, Suptingo de Chilo.

Note from the Director General of the Office of Statistics. Heberto Vergara, from Santiago, dated 31 August 1938, to Dr. Max Ilanor.

Latter from H.D. Humpatone, from Sentiago, dated 28 October 1936, to Dr. Max Ilymor.

Copy of a letter from Sentingo dated 8 October 1936 to Senor Ernesto Berros Jerpu,

Datter from Ernesto Berros Jerpa from Sentiago, dated 28 October 1936, to Dr. Max Il mor.

Copy of a letter from Sentiago dated 4 October 1935 to the Garman Ambassador, Proiherr Dr. Wilnels von Schoon.

Copy of a letter from Sentiago dated 4 October 1936 to Director Otto Les in Sentiago.

Handr Document So. 115 Exhibit No.

Copy of m letter from Sentiego deted & October 1935 to Senor Obvaldo de Castro.

Lotter from the Sance Control de Chile, Santingo, deted 26 October to Dr. Max Ilinary

Dote To. 1535 I. II. III from the German-International Book Exclusive or emiration, Elm. 18 7, untur den binden S. dated d December 1937, to the German Enhancy in Bounes Aires for the Library of the Institution Cultural German-Argentins, Prof. Dr. Grejorio.

Note No. 2062 deted 14 December 1937 to the Industrial Union, for the attention of Procident Colombo or Secretary Server, Buches wires.

Note Do. 2063, deted 14 December 1937 to the Bence Central de la Rep. Argentina for the attention of Dr. Bebrich, Duenos Aires.

Copy of the letter duted 7 October 1936 from Santiago to antonio Delfino, Science wires.

Supy of the letter from Dr. Ilenor's Secretariete, dated 27 May 1957 - Execut from the letter dated 9 November 1957 from antonic Delfino, Suemos Aires to Dr. Ilenor.

Copy of the letter dated 25 ingust 1936, from Rio de Jemeiro to True. Onr. Dr. alfonso Penns Junier, Universidade de Districto Sederal, City.

Harar Document No. 116

Copy of latter deted 25 Am ust 1936, from Rio de Jeneiro to Emmo. Sar. Dr. Leonardo Truda, M.D. President of the Benco de Brasil, City.

Copy of a letter dated 25 August 1936, from Rio de Jemeiro to Illino. Ser. Janeo lincher, Jesta.

Frankfurt c.M. - Oriesnali., 26 January 1948

Trainfurt : .N., 26 January 1948

51 medt Peter Krommuller

I horowith certify and without the above signature of hore Feter Eropaueller, residing in Frankfurt a.N., Lorencratr.31, ande in sie own and today before no.

Simuet Dr. Velter Inches (Assistant Defense Comman)

Hamar Document No. 116

84/154 Ch

Tota To. 2067

to the Office of Statistics for the

Berlin, 14 December 1937

attention of norr Venera.

Disputch today in 4 pecks, os

Sentiago de Chilo

Sign. 50 1710

Flotinow 307

Co. Vols.

- 4 Mayor's Dictionary Vol. 1 3 12.
- I Statistical Year-book for the German Reich 1937
- 1 Mickeitz, Compulsory Export
- 1 Germany
- 2 II to Olympic Genue orlin 1935 Vol. 1-2.

84/164

2897 27 September 1933

General Office of Statistics

Sontingo Casilla 1317

Colographic address "DISEDISTICA"

5. 71.00, 31 au unt 1938

Dr. wex 11 nor Water don linden 82 Borlin M 2 - Germany

Door Sir.

I have received from you through Mr. Worner Siering, Agent of "Le Quinice Bayer" of Chile the 9 volumes listed below:

Figure Document so. 116

Smithit Fo.

Switches of Mayor's Dictionery

2 volumes of "The Clympic Genes in Scrlin in 1935"

1 volume on "Garneny"

1 "Statistical Year-book for General for 1937".

I have given myself the plansure of requainting myself with the contents of these works and an sincerely grateful to you for so, Aing them, since they seemed to se to be extracely interesting and they

have ouriched the library of this Office.

Yours sincerely

eigned: #05FRFO VICE-Re. Director General of St. tistics

Orailla 50 - D.

S. D. SINGSTONE

SA TEAGO IN CATES

84/164 Ch

October 28, 1986.

Doctor Nex Ilenor, c/o "La Quince Sayer"

BOGOZA, COLONGIA.

Dear Dr. Ilgner,
Thank you for your letter of October 8, and the cost interesting.
Loppelin book which I received with some.

Il mer Document No. 115 Exhibit No.

I had hoped to have had an opportunity, to see you again before you left Santiago, but unfortunately you get may before I had a chance to communicate further with you.

With kindost personal regards and best wiscos for a nest deloyable trip,

Sincerely yours,

84/154 Ch

Santiago de Chilo, 8 Oct 1935

Sonor Ernesto Barros Jarpe Compenia 1786 Sentingo_ Door Nr. Barros Jarpe,

0

I beg you to accept, as a namento in criticals

for the interesting interview which you were kind enough to creat

us, the book by our late great injustrialist, General Deisborg,

Heping that we shall meet main, either more or in Germany, I

take by leave of you.

Sinceruly yours, Nex Il mer (Pressistor's resistion) Higher Document No. 115 Example No.

colleagues in your house. We stay in Chile was very instructive in every respect and I hope that the many suggestions I have received out here will for their part contribute to the improvement of economic relations between Germany and Chile.

In comerate token of my gratitude I anould like you to accept the conclosed back by Kjellon-Haushefer "The Great Fewers before and after the World War", and at the same time to cak you to give the enclosed traveling medical kit to the Paroness.

Moreover I have taken the liberty of placing a collection of the works of Scailler, Southe and Mietrache at the disposal of the Servan-Chilera Cultural Association and I should be very praterial to you if you would undertake the recircution of the books, which Herr Storing is kindly forwarding to the Servan Rebessey.

Roquesting you to pay my respects to the Beroness, I rousin, with friendly practings and Holl Hitler

Yours sincoroly signed: Signature, Danier Document So. 116 Exhibit So.

84/154 Ch

at present at Santingo de Chile 4 October 1936

Director Otto Bgs., Sanco Gurmanico do la america del Sui, Auerfanca 837 Santingo.

Door Borr Book

May I sund you, is grateful remombrance of the hespitality you showed to my colleagues and myself. Prince Bianarck's book as a concrete token of my pratitude. At the same time I take the liberty of emclosing a Bayer medical kit for your esteemed wife.

In the hope that we shell next remin soon in Berlin, I rotain for the present, with cordial greatings and reports to your wife,

Yours very sincerely,

The Drewent - 116
Description - 126 To

Santisgo do Chile, Suctober 1936.

Sener Lawel's de Geotre,
Trosident of the Leutero Mitroto Or., Inc.
Pity.

Dear Sener de Chitr:

I sale you to accept, so a token of the Jessent Coury
derived from the interesting interview, the accompanying book
by the great eaglest and industrializet, Scheim to Duisberg,
Jenner Fresident of the L.G.Ferbenindsettic Stiengeselleonatt,

In sending to the peak I should lake to express to you so sincers thanks for the interview which to note good enough to grant as, so well as the appearant we shall be also to work together for the sometime well-being of for respective countries.

Ith respectful prestungs,

1 -, Dear Mr.
Truca atta

8 /154 Th

BANDA SETTLE OF COLL.

wat not decorated.

25 col-berg 1936

Herr Nam Thomas

Ditt

Dear Sir,

I am in receipt of your letter of the 5th instant, with which you were bind enough to send to the cost Windows Capitalians

Higher Document Mr.115 Zenicht St.

Flease accept at sincere thanks and the assurance that I shall read it takk great interest.

I is pleased that your stay in dails and bepeficial, and
I for express the hape that the sammardial relations between our
two countries will be strengthened.

Coin thinking you,

I per la,

6201

Calliant Subercaseaux

Higner Doc. No. 116 Exhibit

Conv

To

German.	and Foreign	Equit Exchange	Service
		den Landen 8	

NOTICE No. 1535

Earl	din, A December 1937	The Corina Entracy
Toda	y dispetched in 2 crates	Buones Aires
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Digner Sec. To. 116

Copy

..CTIPICATICA No. 2003

To

Darlin, in December 1997 * Director to the states today in 10 procis

Hanco Central de la Reb. Argentique for the attention of Dr. Prebisch

Man. - 1700

Suenos . ires

Recompulate 37

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Higher Doc. No. 116 Exhibit No.

Copy

ACCUPAGNITION No. 2002

Berlin, 14 December 1937

dispatches today in 7 reroels

31m. Ge 1705

To

Union Industrial for the attention of Prezident Colombo or Secretary Herbin

> Buenos fires Avenido de Payo 1157

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I Statistical Yaurbook for the Barean Reich 1937 (Statistisches Fahrbuch füer das Deutsche Reich 1937)

i Germany (Wester land)

Tigner Doc. 19. 116 Exhibit No.

84/164

at present in Santiego de Chile 7 October 1936

To

Mr. Antonio Delfino Flerido 439 Buenos Lipes

Dear Mr. Delfino,

Flames accept by a remest thanks for the very kind letter of forewall which you want to be and for the precious farewall present which you want me. I appreciated both of them most decoly and electrically.

in outsand sign of my pretitude for all the kindness which you showed me during me stop in Busnes hims? At the same time I should like to beside ou that it will be a pleasant and melcome duty for me to use my influence to promote the etreorthening and growth of the economic relations between our countries which have bed such a promising start. It is a special pleasure and satisfaction for me to know that you, dear Mr. Delfino, being in such a prominent position, are called upon to bring us closer still.

Ilaner Doc. No. 116 Exhibit No.

Heping that I shall see you again very soon in my home country, I remain for the tresent, with kindest regards and compliments

Yours nost sincerely

84/164

Dr. Higner's Secretarist

27 May 1937

Excerpt from the Letter dated 9 November 1937 from Er. Antenio Delfine, Suchos Afres to Dr. Elgner.

which you sent me, and in resticular for the cedication, written in your own numberising.

I shall read the volumes you sent on and shall study them in detail "

Distribution: Mr. ce Mass

Higher Doc. Lo. 116 Exhibit Jo.

84/164 Br Mio de Jameiro, 25 August 1936

Tor

br. Affonso Penna jumior, University of the Federal District, City.

Sir.

At the meetin which we had on the 22nd inst. It was evident that there exists the natual dealer for strongthening the apiritani books becomes our countries by an increased exchange of literature.

I already communes to on that it would give be great.

satisfaction to take the initiative, and I converore best to

mrement to the University of the "mostel District two books:

"orld Siming Statistics" ("eltrantemetabletic) and Sambart:

""obern Caritalian" (poermor Manialianus) which will

containly be appreciated on account of their scientific value,

and to you, Or. Fenna, the book: Signarck: "Thou its and Memoira"

(Codenium and Erinnerungen).

Counting on your valuable distince, I also hope to be able to co-possible in future in the work of drawing closer the cultural relations between our two countries.

Haser Loc. No. 116 Exhibit No.

Thanking you for your kins attention I beg to remain, with the expression of my highest asteem,

Yours sincerely

54/154 Br

Rio de Jeneiro, 25 Lucust 1936

Tox

Dr. Loonardo Truda Provident of the Banco do Provil

City.

incr Sir,

I now the absume of extremeling once more to pretitude for your newly afforded on the concrunity of standar the interveting section we hold.

"Mil you, Mr. Pr mident, kindly do no the great nemor of according the enclosed look by our great score-let and financial expert, Scobert: "Notern Capitalisms" (Nodernor Kapitalismus).

"ith the expression of my highest estate,

Very sincerely

Tours

Higher Doc. No. 116 Exhibit No.

84/164 Br Rio de Janeiro, 25 magast 1936

To:

Dr. Jengo PISCHER, 5. Rús Carlos Stapsio, City.

Door Sir,

Desire to a series of unforesons discussioned I regret having been anable to meet you, and I therefore feel it to be so duty to express to sense education to make for all the interest which you have shown to be.

the enclased back by Bissarck: "Thoughts and "smire" (Codenton und Erinnarungen).

With the expression of my bighest esteen,

Yours vor sincurely

2.5. I have just been informed that you tried to risch me on the telephone after my departure from Rio, and would like to thank you very such for your kindness. I trust that on the occasion of your next visit to Europe T shall have the bener of becoming personally accoming to and of entertaining you in Barlin.

ILGNER DOCUMENT No. 117

Compr.

Motion Vo 2069

20

Borlin, 14 December 1937

Meria Elena Works Library attention of Ferr KHUEGER

Soud today 11 percels

Pedro de Veldirla

sim. Go 1712

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- 1 MCEGALETAN, Gallowsanne
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- 1 FRENER SMOLL Bei rente
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zola _____

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- 1 HIMSTER, Gornary
- 1 Gorman Air Force Annual 1938
- 1 " Mavy " 193
- 1 " Army * 1938
- 1 STIERS, Statory of the German Watton
- 1 Blue, Tilmen Biomenselmeider
- 1 MALINGE, Albrocht Du ror
- 1 MUYCE, The Book of Gormany
- 5 ELE'S Works vols. 1 6
- 1 FICELES, Munich robuilding
- 1 M.I.J.a, Tachnical Construction
- 1 MEISS, The Mission
- 1 WAGGES, Calendar Stories
- 1 RILLY, The Low of the Lowe and Death
- 1 MIRRETHES, Garnes Proce
- 1 IRRED, Who Would be a Soldier
- 1 Milliant, the Treubndmars
- 1 The Little Jook of Puszles
- 1 GOET'E, Werther
- 1 The Little Book of Griffing
- 1 Frifrie, Christmas Evo

Affidoxi &

I, Peter MPOINDENLES, employee of the IG Control Office in Frenkfurt/Mein and head of the Central Archives Frenkfurt/Mein-Griesheim, of Sl Bersherstr., Frankfurt/Main, having been duly mivised that I shall render myself liable to punishment by making a false statement, horowith declars on onth that the above is an accurate copy of the original kept in the Hesords Building of the IG Control Office Frankfurt/Mein-Grieskeim.

Property Main Origanois, 9 Pobruary 1948

signed Potor EROMUELLER

Horr Fotor Employments of 31 Lorensretr, Frankfurt/Main, and that it was appointed in my presencetoday.

Frenkfurt/Medn, 9 February 1948

eigned Dr. Walter BACHEN.

Affiderit.

I, Dr. Ernst H A C Z E M A N E, Inchingen, Johnsonwoog 4, after having been warned that I shall be liable to punishment for making a folse statement, berowith declars under onth that my statement is true and was sade in order to be submitted as evidence to the Williamy Tribunal VI, in the Palace of Justice at Muornberg, Germany:

I worked at the I.G. Borlin NV 7 from February 1937 until the outbreak of the war in the sugmer of 1939, After a short period during which I was an assistant in the Office of the Commortal Committee, I worked as an expert and became deputy Committee in Ene Directorate Department. As a result of my activity there I am in a position to make the following statement:

Following upon Dr. MAN HOSEM's journey to South Ascrice
is 1935, was South Ascrican universities, actentific institutes,
charbors of commerce, Cerman clubs, Cerman schools, etc.
approached him, to nek him - heying made his personal accountation
fairing the journey - for his help in remotying the shortene of
Cerman language literature, Some of the applicance sont detailed
lists of things Cosired, others only mentioned control wheles.
The procurement of the books was very difficult, because there
were not sufficient books in Germany printed in antique, It was
therefore accessary to exhibitante with an agency which was in
a position to dive the required help in this field. The "GermanForeign Position to dive the required help in this field. The "GermanJordin Position to him a branch affice of the Prussion State
Library, under the measurement of Bibliotheksrate Dr. JUESCHES, was
able to give this help. The German-Foreign Book Exchange which,
as an official

HARLE DOCUMENT No.118

outhority, worked in collaboration with the Cultural Department of the Foreign Office, declared their williamses to assist in the selection and procurement of the books.

Or maissting Abroad before they wer dispetched Dr. JURGENS stated he was prepared to add from the library of his office some books which had been published by the Party press and which were particularly attractive in appearance. During the negotiations which I had with Dr. JURGENS, who did not make on so the impression of being a follower of National Socialist ideas, told not that without those additions the necessary approval would not be stated. Saturally this referred only to shipments of by he for which no concrete sub estions had been made for Sational Socialist literature, as was the case with shipments to the Organization Abroad.

As far as I remember, the lists which Dr. ILAMIN compiled were then discussed with Dr. SCHAMMER.BURNELIS from the Gultural Department of the Fereign Office. This was necessary in order to be covered when submitting the lists to the Organization Abroad, when they had been "approved by the Fereign Office", Dr. Junior then submitted them to the Organization Abroad.

I do not know whether the Organization Abroad over struck off backs from the lists offerwards.

In order to assist standard annihings, I should like once nore to emphasize that the shipment of these books would not have been possible without the assistance of the German-Parelin Book Exchange.

In order to she sthat the books were a bequest from the I.G. a backplate which had been especially designed for this purpose was affixed on osite the first page. It shows a Mansa-Konge, the credt of the I.G., with the inscription: "Dequest of I.G. Farbenindestrie Aktiongesellschaft 1937". There was no sweatike on the bookplate.

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HIGHER DOCUMENT No.118

This shows clearly that it was purely an act of anot will on the part of the I.G. and there was no thought of making political propagands.

Tuobingon, 1 March 1948

eignod: Dr. Ernet RACKEMANT

I horowith cortify that this is the signature of Dr. Srnat H & C & H & H E, Tucbingen, Johnnisweg 4, who identified bineoif before me, Gorbart STEUDLE, government official.

Tuebingon, 1 March 1948

Storp! Mourt onbur - Fotoner11 :ro,

Ministry of the Interior

at med: STEUDLE

(G-vormmont Official)

Hammar-Document No. 150

Affidavit.

I, Dr. Ernst H a c k c s a n n , Jusbingun, Johanniswog h, have been warmed that I shall be liable to punishment for making a folse statement. I perswith declare under each that my statement is true and was more in order to be submitted as evidence to the illitary rebunal VI at the false of Justice at harmbers, Germany. I depose the following:

From February 1937 until the outbreak of our in the surmer of 1939 I was employed with the I.G. Borlin D. 7, direct to porarily in the office of the Commercial committee and then as an export, later as Supermontal Chief in the war exercte Department.

I know the note, contained in the Prosecution Document Exhibit 507, Document No. NI-2786, anich was submissed to be by the Dofonse.

I took part as a representative of the 1.G. in the conference on 13 April 1936 which is mentioned in the note of the april 1936. As for as I can remained the order was given to me by ir. Meraton, the responsible of the Directorate Department, who have the directives which I had to follow in my work in the Directorate Department. It was one of the tasks of the Directorate Department. It was one of the tasks of the Directorate Department to attend the conference. I already have Dr. Famorest of the There-merica-Institute, who is motioned in the note of assistant conferences. Fr. Higher spent some time in South and for in 1936, we for us I now be was also a member of the Institute, at the suspection of the Foure-merica - institute or. Then relad in 1937 iven a Lecture of his journey before the diplomatic representatives of the entired and South as rican countries and the aconomic circles interested in the south an rican business.

Ilgner- Document No. 158 .
Exhibit No.

the data collected on Dr. Ilmar's journay handled by the responsible imports, in particular by Herr behavite, who had accompanied wr. Il mer on his journey. First came the drawing up of reports on the journey. Then books were demated to numbers institutions (scientific institutes, universities, German clubs, Chambers of Commerce etc.) which and requested that from Dr. Ilgner while on his trip, anothly to general observations and suggestions, given to br. Eigher during his journey ward forwarded to the competent offices of the authorities, such as for instance, the winistry of Economics and the Foreign Office. It is true that the Central Duresc "Joy and work" was informed of Dr. ilgaer's interest as them of the interest of the I.G. as a whole, in oultivating friendly relations with the South American countries. In order to take as of these already existent connections, the Control Barons invited the 1.6. to take part in the conference of the working Committee in which a report was liven on the proportionds societies of the Control Bur su. I was not under the impression that relations already existed between the T.G. and this office of the Worman Labor Front, but rather that the attacht was made so got the firm, which so far had declined, to gut its representative at the disposal of the organization "Joy and work" as a result all the dwantages which in the opinion of the benefory 3 paral Lanthay should induce the 1.G. to take part, were particularly a phasized in the course of the conference. why it was just South winter which was solveted at an object for proposends setivities I can so longer say. Neither do I know whather other continents wer. Iso to be included in the work of the Control Bureau or mere already included, as before that time I had never heard of the institution "Woy and Work" is a " ledaure time organization", since I was opposed to the NATAP and no interest in quantions of this

kind, I assume that the

Ilynar-Document so. 158

Control Street tried, because of the interest shown by the I.G. and particularly by Dr. Ilmer in the promotion of fre adly relations with the South American countries, to interest the I.G. in this work win the German Labor Front.

To be quite fronk, the object of " the organizing of lisure" Palarabendgestaltung } was never guite elear to me. However, wince the Central Bureau apparently had made it its task to propertie in the world the idea " leisure and recruition ", the continuon who belonged to the positive work obviously convinced of the necessity of such an toos. Incidentally, the committee in question was intermational and representatives of all the core important countries belonged to it. It is true, I do re come that a confort, or, Maratum, expressed criticist and was doubtful whother this idea and the needs of the workers in South - write. - - result, the scople in the I.G. offices, more not very pleasad atout the proposal that they mere to gut the listeen personnel of the I.G. at the disposit. -a far as I remember they never did so, the reason being that the whole of the projects contioned in this note, such as covies, nevels, exhibitions, Strength through Joy (h.d.f.) trips to Ibero-imerica, were principlly considered phintratic, and therefore were not discussed any further in the Directorate Department, as for as I know no official proposal was ever cade to the L.G. The only thin; which sotually existed was a supplementy produced saltilingual illustrated augustne. It was intended to distribute this tagming then in South orbities, Dr. sorsten called this paper a misence on mighly superfluous.

Since the attitude to til whole idea was as negative as it could be, given the conditions in the Indea Scient, nothing was done by the I.U. to present the work of the International Control Bureau.

Although up knowledge of the matter is sentimed superfinous,
I would dong that the "International Control Bureau" was a
consufficied institution for the propagation of National Socialist
ideas. The people in it were not suited for such work, Horozovar
foreignors also were represented in the Bureau.

I consider the unale thing an empteerish attempt to selve a specific problem of the complex labor question. However there can be no recention, of it's being organization engaged in sevalled "firth Column" retivities and locat of all in any worlike properations. This about item containty ald not enter my wind, either in the confurence in question, when I reported afterwards to the I.C. Nor did out of the member on contained in the distribution list of the mote over mention my such thing to me, as far as I remember I never talked to Dr. Thener about the report we like directly, but only to ay in addition superiors. Hereaver Dr. Thener last associations or I have last and to the report we like directly, but only to ay in addition superiors.

The fact that two officers happened to belon part in it does not possible the construction that the organization had a military brotherward. As for an I remarker the Lieutement Colonel had something to do this civil eviction in South and Control America (Confer Symilecto) and for that remain was invited. Captain PLESSON had been in Erazil tofice. Both were considered to have a post imposing of the countries and short impositants, and they did not represent their ministries.

larg managerities considered the I.G., which its west network of branchie, representations and associate fluxs, to be the German flux which was consulted in all questions relating to foreign countries. This was true

of the field of brain policy, as also of emitural questions and followed accommanily from the fact that the I.G. was by for the largest single Servin experter. It should be added too, that AGE. for instance was mostly interested in cultural matters (movies, photography), this BAGE was more interested in scientific matters, and both of them and representatives in Joseph America, owen in action sized and small provincial terms. This also explains day the Control Eurona thought first of the I.G. as a desirable associate for propagating the idea of the increase recentains.

In order to purmates a uniform representation of interests within the I.G., oppositive as the bir representations had to more extent directed todir financial policy in the opposite direction in the countries concerned on Dr. Throw's suggestion one responsible per from one of the I.G. representations and appeinted as Verbindeng worm! In every country. Buts had been none in 1937/30 for reasons thich were exclusively in the businows interests of the I.G. then the gentlemen entermed spent their vecetions to Germany, they used to visit also the L.O. Borlin 15: 7. As it was one of the duties of the Directorate Department, in which I was active no an export and later as the . Deputy of the Department Head, I made the personal acquaintance of some of those gentle on and was informed else as to their sties. To a however an political or military orders from any of the political offices (Forci'm Office, Commission Abroad - A.C.) or of military offices (Counterintelligence Department) were ever issued to those gentleren, in the contrary the most aroundous attention was onic to avoiding any-

0

thing being included in the orders which there gentlemen recoived from the I.G. that could cause Maison Officers, as far as
they were Commons from the Reich, to have scriples of conscience
in their relations with the country which gave then hospitelity.
The same applies to I.G. ligion officers who were not Gorman
citizens.

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I know from the German press in 1946 that the I.G. livison.

officers are considered by the Allies as an explorage erganisation. I must reject this assertion because it is not in keeping with the facts as I know them. It is true that one could reply that my position was too subordinate to permit me to have insight into such interes. However, I would like to wind out that it would not have been possible to concerl in exempt of the factors correspondence ever and above the business correspondence between the I.G. liketon officers and the Control Chiles Berlin N. 7.

Incover I talk ove that I can say from the mount intercourse that a great number of these problems use not on the best of terms of the like I are for this recent class could have rejected man absence.

If your nothing for about the whole offers he I received in my position in the Directorate Department which the outbreak of the way, and as this Department continued to be competent for such setting, if the I.O. has been approached concerning them, I sould in any case have and be learn of them. However, that was not the case. The only explanation I can give is that either the consulate phase of the Control Bureau turn not entried out at all, or that bin Garran Labor Front had decided to renewate the idea of the I.G. collaborating with them.

Turbingen, I have 1943.

signod: Dr. Crost Hackenson

I herewith conding the certify too shows signifure of Dr. Ernst Hackstern, Tubbingon, Johnstonwood 4. His identity was established by ma, the Covernment Exployee Corbord Stoodle.

Duchingon, 1 larch 1948.

signed: obsects (Government a loyes)

CERTIFICATE OF TRANSLATION

12 Merca 1948

Ye.

ETT 9 20129, Tictoria ORTOF. Droces R. KUF. D - 429798. Brigitte TURZ, 170 # 35130. Patricia 3.C. MODD, 270 # 20139. Beryl J. BISWICK, 270 # 20163. Loomard J. LANELLOZ, ETO 9 20138, A THE MARTIS, 270 9 20144, Fights RAY, 220 9 35287. Julius J. STEURE, aGO - A - 442354. alfrol Habl. B 398081,

hereby certify that we are duly appointed translators for the German and Explica learns as and that the above is a true and correct trans-

lation of Document Book 7 Higner.

Victoria ORIO. 270 + 20129 Inter I - VI. po. on 76-77, 85-88

Bulant R. EUN Prigitte TURK D - 029798 FROM \$ 35130 Price 1 - 6, 59-66 Pages 7-11,93-95

Stigitte THE ENG # 35130

Patricia E.C. WOOD ETO - 20139, pagos 12-15,57-75

Bortl O. BESVICE 200 0 20183 popus 15 - 19

Leonard J. LATEROCE 370 º 20138 pr es 20-26,69-92

Anne MARTIN ITO # 20144. pegon 25-35

Payllie BAY FTO # 36267 pages 35-41,76-81

Julius J. STAUR A00 - A - 442654 pages 42 - 45

#1000 HAHL B #30081 proce 82-85,96-101 45 - 52

Care 6 Defense

> TRIBUNAL VI Case 6

DOCUMENT BOOK VIII

for

Dr. Kax ILGNER

submitted by the Counsel for the Defense

Dr. HERBERT NATH Attorney

Towny



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Doc. To. Ixh. Jo.

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affidavit by r. anton Estinition, reporting on Dr. HAMER's scononic principles which the latter steadily maintained till the end, His leading principle was that foreign trade could only be promoted by international cooperation, an oft recented chrose of his was "I cannot be prosperous syself unless my neignoors are thriving". Dr. ILGICA's second orinciple was that essistance in their industrialization must be given by industrial countries to others yet undeveloped. The third principle was that a participation of German capital in the development of foreign industries should is principle only be in the form of minority participations, Dr. 110. 21's procedure in the attempted levelopment of natural cas, Danube reeds and so on in the South-act uropean States, was based on these principles.

1

123

Affidavit by Professor Dr. Hermann G2088 confirming that Dr. Home's activity in the south East aimed at greater intensification of the economy of these countries, in order to induce increased purchasing capacity and a higher standard of living in these countries. Dr. ILGER identified himself with this opinion in particular during the war, in his capacity as Chairman of the South Heat Committee of Reich Group Industry. Dr. IECh E opposed "all endeavors simed at economic and political-militaristic convention or spoliation of foreign countries". Dr. HGER's attitude with regard to the South Eastern countries was proved particularly convincingly by his international economic efforts towards a profitable, though peaceable concerntion among countries of equal righte.

Loc. To. Exh. Fo.

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PAER

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afficient by Freiherr von 'HNOWSKY, Dr. ILST'A's accommond giews regarding the douth fastern countries sined at the strengthening of surchasing nover in these countries in order to stimulate economic contacts with fermany. He advocated granting the majority in any joint enterprises to foreign pertners. "Party organs considered Herrn HIGHES's activity first with suspicion, but after 1936 with abvicus resistance and active opposition". "It was brought up against him that his work was marely for the benefit of the South Pestern Countries and not for Sormany".

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Affidavit by Dr. Hernam REINFARDT, Section Chief in the Rotch Linistry of Sconomy. He has known Dr. ILDLER ever since 1935/36. Dr. ILDLER was opposed to any influence on accommy by the Party and used all the strength of his personality for a neaccable development of economic contacts with the South Bast. Sie activity in verious Committee of the economic organization was inspired by these principles. Dr. ILDLER has been, in word and deed, the expense of the expense to a policy of speliation and plunder.

125

Affidavit by Dr. Gustav SCELOTTIER.
Idiatorial Drouty Chief in the Holch
Ministry of Reancay. In the competent
official and economic circles of the
South Eastern countries, Dr. 1157ER was
considered as a friend and helper. He
repeatedly used his influence for the
seconomic interests of the South Eastern
states in dealing with the Heich Ministry
of December and other official organs. He
was of the coinion that Jarman and South
Eastern uroseen aconomists should
cooperate on a Mais of equal rights.

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DAGG

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Afficevit by Lueben 3. 2012W, G nove. Switzerland, former member of the Bulgarian Board of Trade and Chief of the Palgerian Board of Directors for foreign trade has known Dr. Highen for many years on business and privately. "Or, Highle was one of those cosmopoliten Germane who unconditionally upheld the need for a good understanding between Germany and the rost of the world. I was under the impression that the wer, for him, was a tragody". "I have never noticed a tendency in Dr. Nex ILG. IR to carry out a one-sided and narrow-minded spolistion of the participating country". Dr. MACTE opposed RINZENTROP's arrogant policy in connection with the Suroroan countries and profoundly regretted it. "In the midet of the war Dr. ELGIDR tried by possessie means to be sotive in the sphere of economy. He has always used his influence towards the economic cooperation of peoples and often gave went to his exemparation on account of obstacles put in his way by the official policy of the Third Reich", 20

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affidavit by Frainarr von "ILMOVSKY, Prosident of the Wil - Mittelsuropeciachen Wirtschaftstages (Contral Suropean Pist). He reported on the nature and importance of the MWI, slresdy in existence winco 1921/23. The NWT from its boginning sinod at a voluntary, far-sighted cooperation on the basis of equal rights under the view point of "do ut des". He strictly opposed all diserior political or imperialistic motives. "The South Eastern business-policy of Not and of Dr. HGER was in its execution anything else but spolistion or onsisvement of other countrice". The concention of planned economy for large aress is no invention of the Nesis; the MOT in word and deed has never understood this conception but as tho principle of international cooperation on en equal basis and coupled with full respect for the severeignty of the countries concorned. after 1933 the NWI was fround on by the Ferty. "As a free, intentionally fully independent organization, we no longer fitted into the generally compulsory pattern".

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PESS

127 (continuation)

Assertions that MVI was an espionageorganization, carried out Texi-propaganda or helped to prepare for war, are refuted by the witness as a gross distortion of facts. Dr. ILGER's business policy in the area of South Sastern Surope was identical with that of NYT. The witness confirms that Dr. ILGER for instance was in opposition to the official SS-organs in his endeavors with regard to the payment of the Germen clearing-debts. Thus, "the Committee South Seat, of the Reich Group Industry, directed by him, wes made ineffective and he himself was prevented, in the spring of 1944, from going: to Hungary.

23

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affiliavit by Freiherr von JIIMOWSET on the South sest foundation by the Central Suropean Scenagic Menting (MAT). (In connection with Prosecution-Documents WI-629%, Exhibit Bis, Document Book 45, English nege 140, German page 185), To counterest the aceroity of commercial successors, the MMT established the socalled South East foundation, to provide, through scholarship, better training than he retofore for young businessmen in Gurnery and South Sectors Europe. The school was financed by some important concerns and, at the instance of Dr. MGER, by 1.0. - Dr. MGER any "in this operation a velcome means of encouraging, in prominent places, the good under stending in the control-Turopean reals". Theover suspected political or propagands motiges here, would have been thoroughly disappointed. "Politics were taboood. The whole endeavor was directed towards inspiring in the young businessmen of the limited central European area an great an understanding as possible also for the concerns of neighboring countries".

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Boc. Mo. Ban. To.

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Excerpt from the minutes of the Meating, on 28 June 1940, of the Commercial Committee.
To mumber 9 dr
"The K.A. (Commercial Committee) passes a resolution to contribute Reichamark 50,000 for the scholerships of the Central Suropean December Meating for the purpose of training young cusinessmen from the South Best".

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Discorat from Dr. ILGNEE's licture on "Germany and the intensification of economy in the South Engtore countries", given before the Central Durocean Scononia Scoting on 2 September 1940. In portioniar Dr. Higher explains the concention Leconsraus (living space), that is to say space for reciprocal economic completion. In this some the whole amorican continent is, for instance, the living space of the U.S.A. The conception Lebensreum dons not refer to an erea "where Germany means to settle or live, but where Germony masms to share the life and perteke in the economy of others". Dr. HOEEs describes the easistence which, in his opinion, should be granted to the countries of South Isstern Europe for the development of their agriculture and industry. He duclaros "that such cooperation guarantees a posceable development". Dr. ILGAUR struccus the point that the principles contioned in his statements are identical with those which he had already advocated prior to the wer.

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Affidevit by Earl BLESSING, colleborator of Dr. Ejalmar SCHACHT from 1934 to June 1937, describes the teaks and importance of the "arbeitskreis fuer aussenwirtschaftsfragen" (Research Group for Foreign Economy) founded in 1944 and of which Dr. ILGHER was a member.

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DREO

2:50

Excelpt from the report "South Bastern Surope; a colitical and economic survey, prepared by 'The Information Department of the Royal Institute of International Affairs in collaboration with the London and Cambridge Economic Service', London 1939".

Following an account of connercial contacts between Germany and South Sastern Surope until the spring of 1939, the report concludes that "finally the South Eastern Turopean countries have materially benefitted by increased German ourchases". Germany contributed to the growth of their national income. 'Ith reference to the commercial

policy of Great Britain in South Eastern Burope the report recommends, "not to oppose German commercial expansion in

this region.

43

131

Affidavit by Freiher von VILMOVSKY who, at the request of Dr. N. HARN, recommended Herrn MURACHER, on account of his distressed circumstances, to I.u., as MURACHER had been recommended to him in the economic sphere. "No mention was ever made in this compection of any political motives; in that case I should have firsty refused to recommend him." 49

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Affidavit by "ilholm von FLERGES, agrarianscientific colleborator of I.G. (Ref. Prosecution Document EI-5782, Exhibit 300, Document
Sook 49, English page 8, Formen page 16).
ESUBACHES was sent to Vienne by the witness
as "in Berlin one obviously did not know
what to do with him". MUHACHES wished to
write an agrarian-scientific work on Persia
"having studied Persian poetry for years
and having therefore always around of a
sujourn in Persia.
The witness himself intended to prepare
this work on Persia and not the one astigned
to him, namely on the agrarian situation in
Crache-Slovakia. He was

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page

132 (continuation) able to reslice his wish. Thoroupon MUSACEIE was charged with propering the above-mentioned work on Czacho-Slovekia as a supplement to already completed eleberations on the agrarian situation in the remaining South Seaturn Furobean countries. The witness does not know whether MU-BACEER went to Czecho-Slovakia.

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Lotter by the Auslandsorganisation (Organisation of Fermans living abroad) of the ESMAP to I.G. Farbonizhetrie (Dr. EUGLER) dated 26 April 1937 with enclosure. NEUMACHER, in the enclosure to the letter, is charged with being connected with the Austria Social Desceratic Perty and the Russian Communist Perty. He is further charged with having provoked his own arrest in Austria in order to mess as a martyr. The A.C. leaves it to I.D. to examine whether they would still wish to employ seubacher oven after this criticism.

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I cortify that all the documents contained in this document book are workstin copies of the documents submitted to the Tribunel.

Suormbors, 1 March 1948

Dr. HERBERTH HATE Attorney

Affidavit.

I, Dr. Anton HEITHIVER, residing in Number, Isseiningerstrasse 64/3, an aware that I render myself liable to punishment if I give a false affidavit. I depose that my statement is true and was made to be submitted as evidence to the Military Tribunal in the Palsee of Justice, Mucroberg.

During the economic world cricis in 1930/32, thousands of proposals to counter it reached I.G. and especially its financial head, Scheimrat SCHITZ - who at that time was also known in Germany as a member of the Bank for International Payments (BIZ) - from at home and abroad. Those proposals were usually referred to the Matienal Becomeny Department for emmination, and the latter received and examined more than 3,000 registered communications of this kind during 1930/33.

At that time a smell circle of various economists who tried to sivise the Cabinet in its economic and financial policy formed a loose advisory council for the them Reich Chanceller BENEVIEW, whose deflation policy after the devaluation of the pound had resulted in a grave economic and unemployment crisis for Jermany.

DOCUMENT BOOK VIII, ILGUER ILGUER DOCUMENT No. 122

Bank Backen, MANDYARM, Minister of Sconery and Dr. HOMER formed part of this circle. The national economy department made a number of investigations, such as "Uncomployment in Germany and its Cause", "At the Furning Point of the Trade Cycle", for this circle.

It must have been at that time that Dr. ILGUER formed cortain accommic conceptions, from which he later did not deviate one icts, and which he again and again tried to assort in all his speeches, negotiations and conferences:

overcome only by an intermetional division of labor and by
the promotion of foreign trade, and herein the individual
mations must realise that not competition but cooperation
increases foreign trade. "My neighbor's welfare is my
welfare", was Dr. Indian's permenent meets in connection
with this subject. Of this principle - which is now being
adopted also by the British politicians - he tried to
convince German industry and the reluctant salescen and
technicians of his own first, that assistance in the industrimaintain of eiger countries does not damage foreign trade,

PRODUCT SOOK ALL! TOWERS

but develope it. From 1930 to 1833 the national economy department again and erain operated research of ILCHUR's instructions, to obtain ectophific ereof, that the impustrial countries among themseves, for instance Germany and Great British, or Great Britain and the U.S., are each other's best customers.

had bought their own experience dearly, and this could be avoided in the development of the new industrial countries, if the older countries were willing to share their experience. If the latter would without prejudice help the former to avoid the mistakes they themselves had made, economic advantages of this co-operation would satisfy both sides. In his speeches at home and abroad, ILDN'R persistently made propagands for this idea, but found little sympathy, especially as the threat of war grew more definite all the time, the basic condition for the realization of those ideas being the upholding of peaceful relations in jurges and the world at large,

Dr. ILGER's third thesis was: The growing national

DOUBLET BOOK VIII, LLOWER LLOWER BOOK VIII, 122

consciousness of the individual countries rules out the former colonization method which was to control the economic enterprises of an entire branch of economy through foreign capital. Consequently, if German capital and industrial experience were to play a part in the development of foreign enterprises. Germany would have to be content with minority shares, his policy in the South Lastern "uropean states, where it was attempted to develop natural gas, Danube read, etc., were based on this principle, but conflicted with the Reich's official policy and also with the demands of technicians and businessmon, who demanded suitable accurity by majority charge, if they surrondered patents and experience. In these persistent conflicts gost of Dr. HOMES's projects failed to materialize.

Sternberg, 4 February 1948 eigned: Dr. Anton HOITHIGUR (Dr. Anton REITHIGUER)

I horewith cortify the authenticity of the above signature of Dr. Anton H. ITHINEER, Munich, Ismaningerstrasse 64/3, whose identity was established by so, Dr. Valter BACHEM,

> Sucraters, 4 February 1948 signed; Dr. Valter BACHEN (Dr. Valter BACHEN)

Affidavit,

I, Professor Dr. Hormann GROSS, residing in Ratzeburg in Lamonburg, Schwerinstrasse & I, born on 23 January 1903, an aware that I render mysclf liable to punishment if I give a falge affidavit. I hereby denose that my statement is true and was made to be submitted as swidence to the Hillitary Tribunal in the Palace of Justice, Muoraborg, Germany.

I joined the national scenary department of I.S. Farbonindustric aktionscellechaft, Borlin MW 7 on 1 Sevenber 1928
as a scientific specialist. From the ond of March 1939 until
the beginning of April 1945 I was in charge of the Vienna,
branch of the national economy department of I.S. Farbonindustric Aktionsceollechaft. In this expecity I came to
know Herr Dr. Max ILGES more closely after he had recuperated from his grave illness in 1939. In addition I was
also present at numerous liscussions and negotiations, which
Herr Dr. ILGESH conducted, beginning in 1940 with the
logicum of occnomy of the South Heatern unopean countries.
Frequently Herr Dr. ILGESH also talked to me, with the
passion and exphasis that were his, of his opinion and
plane regarding South Eastern Surope

(

and of a clear account co-operation between Garmany and South Eastern Europe.

His various spe chos, some of which appeared also in print - empecially the one delivered in Eicl in 1938 on "Import Promotion through Participation in World Industrialiration" onthis Viennz speech of 1940 on the same subject show plainly that, even at the time of the currency and sales criais in the South Tast (1931), Horr Dr. ILGUER's entire activity concorning the South Rest aimed at occupante intensification in these countries. By providing the necessary production and transportation equipment, as well as suitable processes and exports, Jorgen industry was to make a decisive Contribution. Dr. ILGNUS calculated that, if the production potential of the South Eastern countries were developed by way of intensified agriculture and utilization of existing res saterials, combined with the creation of a basic industry, organically founded upon demostic rew natoriels and fuols utilization of read for textile fibrow, natural gas, bearites and other motel rew meteriels, the rich lumber resources end the hydraulic sewers which are very considerable in some cesar -, the purchains power and living standard of those countries would be lifted, thus making them more valuable trade partners for Garmany.

Thus it was ultimately in an effort to create export products for these countries which they could then export to Germany in componention for increased German imports, that cultivation of soya beans was taken up in Pounania and Bulgaria. A number of other projects, such as the growing of castor oil plants and sunflowers, and the erection of a lard factory in Hungary, also followed from the same idea. The efforts of the Central Buronean Economy Congress (Mittal-ouropeaneane first chaftestag) to develop South Eastern Furopean are sources can parallel with this work.

Sational Socialist Government paid scant attention to this whole line, though when the war had started, they tried to square the utmost out of the South Mastern states. Economitible circles of Derman industry, on the other hand, whose solf-appointed speakers were Herr Dr. ILGNAR as chairman of the South Restern Committee of the Heich Group Industry and the other leaders of the Control Duropean Congress, held fast to the Idea, that German industry should render logic term productive assistance to the South Dastern Countries in the form of development and intensification of their scenemy. This occasioned negotiations on all possible kinds of projects in the Industry Committees, though they failed to produce any results worth mentioning

due to the evident lack of serious intention on the part of the competent government sutherities, to co-operate preparty in the realization of these projects.

Germany's incrainstely high share in the emert of the South Restern countries and the disprovertienate rise in South Lestorn Juropoun opport prices, plus wer conditions, lod to very considerable clearing debts to the South Sentorn states on the part of Garnamy. Horr Dr. HG. H regarded it as one of the most urgent and forement tasks of the South East Committee and also of the Experts' Committee on Industrial Financing Quantions, to give priority to this problem of paying off the clearing dobts. He worked out detailed suggestions, proposing abong other things the participation of the South Seatorn countries in German standard industry, transfer of idlo factories in Germany to the South Dastorn countries, insofer as rew materials were available in the countries concerned, conclusion of larger, oconomically sound industrial projects, which, though initiated in warting, word in most crace not to be realized until efter the war, and so forth. Although the Ministry of Tecnomy apparently viewed those plans with approval, the ultimate comment of the competent German government authorities was sharp critician and rejoction, and it was in this connection that the whrase "Horr HGER's unworthy

sale of his country's was voiced.

In contrast to the imperialist attitude of Sational Socialist circles and German government agencies, Herr Dr. IIGNIE consistently flung to the idea that German participation in the sconemy of a foreign country should never be effected in any other way than with the formal and actual preservation of national interests and sovereignty. Therefore, he continually stressed - both to German and foreign circles - that e.g. a German majority charc is joint projects would be cut of the question, and that, on the contrary, the foreign national groups would have to be at least entirely equal or even given preference is uspital participation and management. For this reason he rejected all efforts aiming at an economic and military-political overcovering or looting of foreign countries.

Leading persons in the South Bastern Enropeen sconomy were apparently convinced that all of Merr Dr. ILDER's plans and intentions, just as those of the Central Surceens Moonomic Congress, were notest, reasonable and also economically right on a long term basis. However, they feared that those plans would ultimately to frustrated by the responsible Sational Socialist government circles, and

their countries! independence be threatened by German foreign policy.

Summarising the above I can only say that Herr Dr. IIGNER's whole activity concerning the South Rest sixed at intensifying the economy of the South Eastern countries, their homogeneous industrialization, and a development of mutual economic relations estisfactory to all parties. In my opinion, this activity is partifularly conclusive proof of his interactional economic offerts towards presporeds, though peaceful, co-operation of mations and countries enjoying the same rights.

Ratroburg 1. Lbg., 16 January 1948

signed: Dr. Borconn Ganss

This is to certify the authenticity of above signature. Retroburg, 16 Jamery 1948.

The Town Clerk by order signed: signature Town Inspector

(for stamp)

(soal)

Affilevat.

I, Dr. Harnern ASINGLADI, Gron-u (actob.), 21 Perketr., having first been werned that I render myself liable to sumishment by giving a felse affidavit, state and declare that my affidavit is true and is to be submitted as evidence to the lightery Tribunal VI, Paince of Justice, Macrober , Bernany.

I state one following on unth:

I determ acquainted with Dr. ILDER in 1935 or 1936, At they time I was an official (Sachaerrociter) in the forein trade communita of the Roich Ministry of Boomery on Coult with ec number relations between Remark and South East Burers, Lateron I was in there of this section one in 1944, after its conversion into a (aut-) Constraint, I became Chief of this constraint.

In this or official correctly I become better requisited with Dr. ILEER as the years wont to, not him in many conferences and negotistices and also telked to him privately and confidentially. I therefore know his ideas on poneral scenede questions/in particular on occasio relations bothcon Garmany and South East EUROPO.

It was always elear from his statements and attitude that he

DOCUMENT ROOM VIII ILLEVER TLAVER DOCUMENT No. 124

wenter all commente questions to be decided on the brais of equal rights and from development for all parties concerned, at the same time dwing checlutely frir consideration to everybody's interests; furthermore, that he declined any influence of the Party on economic questions. With all the force of his personality and his canacity na on energable marchant and outstanding occurring expert, he recordingly, stood up for perceful or mulaction of German ocenserie relations with the South East and faithfully and successfully helped the Reich Liniatry of Se new in many enses when it was a question of supplying the South Erstern Santes with expert goods, or of looking for ways and morns to avoid too high a clearing balance, or helpin; to Lareve other countries' occapany and ostablishing national industries, or avertia; other German concles' alries on overwholsing Sormen participation in such industries. It was possible for his to do so and he welcomed this possibility owing to his notivity in verious ocumente or entertione, committees sta., for instance in the South Eastern committee of the Reich Group Industry and the Gorman group of the Gorman Housenian expert committee for industrial and financial questions; and I was sure that he definitely made use of those possibilities in these circles. At any rate, whereover I was rele to main on insight, he always advocated by word and doed, just the reverse of an exploitation and spoliation policy.

Si mod: Dr. Hermann REDWH RDT

DOCUMENT BOOK VIII ILANGA ILANGA DOCUMENT No. 124

I horoby cortify and attest that the signature overloaf is that of Dr. Hermann REINHARDT, former limistorial Dirigant (Deputy Chief of a Division) in the Reich Ministry of Economy, at present Stedtdirekter (higher term official) at Gronou (Mostph.), 21 Perketr. who was identified by me, Lugust Friedrich MINIS, attorney-et-law and Notary at Gronou.

Granes (Astrn.), 17 February 1948.

Signed: August Friedrich LEHER Notary

1 atom;

in the district of the Court of Append of Hemm, No. 63 of the list of documents year 1948

Bill of foce.

No. of the annual register

Value 1.000 .- 74

Foo par. 164, 26, 39 2,- RM

Tex for Commentary subsentication

Armover the

-,06 RM

Tot-1 2,06 BM

Notary:

Signed : August Friedrich MEIER

Affidevit.

I, Dr. Guetav SCHLOTTERE, been on 1 Treh 1906 at Biber chaliss (Martt.), rt resent at Muernborg, know that I render agaalf liable to punishment by civing a felse efficavit. I state on onth that my statement is true and was mice to be submitted as evidence to the US Willitary Tribunch of Duermber to Dr. HATT and the Reich Ministry of Somery, and particularly the uncorsi not, often held discussions on communic or block of South Erstern During, Dr. Higher was one of the localing worscarlities of the Mittalour proisoned Artschaftstra (Central Burepoon Biet), on or onightion that trie to stron them the secondaic relations between Germany and the Central European countries, porticularly the e rarian States in the South East. We had a good reputation in the influential official and so muche circles of those countries and was considered as a friend and helper who animrateed the miturtion in these countries and wenter to promote their selectory. In co-ling with the Paich inistry of Secondary and other official a entities, Dr. ILENER reportedly riverted the seen mie interests of the South Eastern States. He wence Germany to bely the South Eastern e region countries in the development, expermination and in instriction of their deenday. We a rect that it was necessary to improve the purchasing power and the concret living standard in the South Eastern countries.

DOCUMENT BOOK VIII ILONER ILONER DOCUMENT No. 125

Dr. HARRE suggested that German and South Bestern economic circles should co-operate on an equal basis and that the Germans should make Germany's technical experience accessible to their South Eastern partners.

Macrobery, 22 Jonuary 1948

Si modi Dr. Quetav SCHLOTTERER

The above signature, executed before no, of Dr. Gustav SCHLOTTERER, Numeraborg, is attested and contified by me, Dr. Josephin LINCONBERG.

Si mod: Dr. Josephia LINGERERS

POCH ENT BOOK VITE ILEMEN PLENEN SOURSET No. 126

Affidavit.

I, Lubin D. 2002, residing in Spinterland (21, 3 argula Four-Derlyo), have been wrand that I render appeal limble to manisheunt by riving a felse affiliavit. I state on both that my statement is true and is made to be submitted as evidence to the Children Tribunal at the Palace of Justice at Mucrober.

In ay emposity of Handelson's (Communical Counseller) in the days and order to the disposante for forcin tre to and colorate for communication to communication to requests in Bull order (1931-1943), I after had the experiments of moether Dr. Low ILENSE; I had known him and him totally from former times. By connection with Dr. M. ILENSE was not only of an addial nature; on the contrary I also not him privately associated and could talk to him quite freely.

The ILENSE was one of those Germans whose attitude was definitely essentiation and who definitely advocated friendly relations between Corporary and the rost of the world. I had the increasion that he considered the world at the world. I had the increasion

We long as I knew Dr. New H.CMER, his occurrie nativities were in the international field. His plans for the South East and particularly

DOCHLENT BOOK VIII ILGNER

for Bulgaria, which were well known to so, continued the pri red of economic co-operation which, as carly as 1926, had been drawn up by the into Bulgarian Consul General in Surlin, Prof. Dr. Nikodom Care whose empiremant I and been for more than ten years.

initiative in this connection was also prompted by the desire to promure better foreign writes for the products of his concern. Toward, he enders used to establish the normal prorequisites and an arter to help intensify the commany of the States concerned, which was of course, definitely to the benefit of these States. It no time fit I notice may tendency in the part of the last intensify the concerns in the part of the states of the part of the partner country.

During the wor Dr. Max MANER honestly tried to eminted occasion relations with Darageon countries on a parcel basis as for an essable. Dr. M. HANER expressed Ribbentrapis has http college in relation to those countries and could college it. On every occasion he tried - as for as he could - to be fair and to not in hormony with his ideas about equal natural rights and honest interactional relations.

In 1943 Dr. Max ILONER had drawn up the plan of an occasion conference of the South Enstern States. He intended to obtain the participation of well-known businessmen DOGGARDY FOOK VILL HOWES HERE'S DOGGARDY No. 126

from the countries encomed, at this conference. The conference was accomed at Prague in closure connection with the Mittaleurorsetschen Artschafteta (Control Burgean Diet).

Dr. New Hillies and persistent efforts to have his initiative approved by the Burlin Ford in Office, but he was unsuccessful matheds in his mark in the scenario sphere. No slways advected the companie po-operation of all respict one in many social as openly empressed his consparation at the destroics which he encountries to the destroics which he are unsubspect owing to the efficial addict of the Third Reigh.

Concyp, 21 Jenuary 1948.

Si noc: Labon ZONE

Official -athentication.

I horoly cortify the tuthenticity of the slove of nature, which was accounted in my marches by Herr Labou 2008, burn 1900, but crim notional, at Geneva, 21 3 unset-Four, identified by his briver's license which was produced.

Zucrich, 3 Pobrucry 1948

Notory's Office Zuerich (Altst-1t)
(Old City)

Si ned: Si netura

Foc Fr. 2,-

No. 0591

1 seed, 1 stemp

affidavit.

I, Thilo Preiherr von TLAT SEY, born on 3 which 1673, residing at Junhaman meter Hersfeld (House), have been exutioned that I reputer expelf liable to punishment by living a fulse afficient. I doubte on both that my statement is true and was made to be substituted as evidence in Case 2 of the Military Tribunal, Poloce of Juntice, Muornberg.

Regarding the entrectoristics and the meaning of the

Mittelouropaoisene "irtschiftstag (i.T) (Central European Siet),

I am able to size the following statements:

1. The MT existe as fr a 1921/22. Its aim as the strengthening of trace between the Central Buropole States, a large modeling was cold abmedity, exactly in Visual, suring which speeches, partly of a high intellectual level, more made; and furthernore the ifor one propagated in the acceptant. There was a German, austrian and pumparion Group of the 1/1; problems who the liferal-minist representative G.79219, syndicus of the change of the Prevention of Austrians. The MT was financed by contributions

2. It the time of 1:2:/2:, representatives of the Buhr industries were Unincing of strengthening the accounte relations with South-Eastern Buropt. Herr HERLS (Resonance and ser Industrie - National Association of Industry), Herr SCALENTER (Language Verbin) and Herr SECRUSIES (Sergualisher Verein)

from industrial circles. The dimusi meetings were always well

attended and enjoyed a high standing; a practical affect,

howover, sould not be detected.

called an me and asked me to deal with this problem. It seemed that I was a suitable person for this purpose in view of my decisions to mediate between industry and direculture and in view of my balken travels.

Together with ir. HAEN, an assistant of more SCHEN, Extra whose comparation I has reposted, I found out that at that then no less than is organizations were cooling with the same product and that they were ill financed a the injustry. We agreed to elicosts these same to the organization only an in de gracifes!

Work with it. Our entire fell on the six contame a) it mad an intermational standing, a) Herr GCTHEIN colores; our suggestion,

a) it and an international or rector with groups in the vericus countries. In Earl GCHEIN's suggestion I was elected prost out of the German group, or. Hern was elected scorotary-poneral. G.THEIN became hundrary creationt (I believe, in 1920 or at the beginnin of 1930). (Or. Simi that in 1937; his successor was ir. INTION.)

- 5) The result of the work since lead is briefly the following:
- a) Agriculture: The relain, of the Scuth-Bast European excitation was the main interest, since in the crimics of all experts at was able and sultral; to cover Germany's theretage to a cortain expent. Interfero introduction of the soya-lead cultivation. Foundation of the Soya a.G. in udapent in expension with IG Farton; Herr Illien and Herr (RISCER were particularly cetive in this relate. Extension if outsization in Houmania from a few 100 has to about 30 007 ha. In subjects to about 26,000 ha, in You calcula to 12-15 or ha.

Furthermore of the cultivation of flax .y the ustallishout of ateaps.

getablishment of model willages after the German pattern in columnia and asumania.

Setablishment of schools for the use of a ricultural machines after the pattern of the scole-weath at Rosai exasterhaused. Establishment of very scautiful large installations at Sofia and Jukarest in cooperation with the respective Ministrics of a riculture. Selection of the pupils was the concern of the countries concerned. Teachers were provided

DOCUMENT FOR VIII ILGORAL ILGORAL ILCOMENT NO. 125

or trained by us. Installations in Bangary and Greatle were far advanced, nomeletion was prevented by the outbreak of nostilities.

- Fining: Examination of the recurrence of coal and one by local model productions; depending on the result, efforts were used to interest German firms in their explaination, whereby rest value was attached to second the carticipation of interests; parties of the country concerned. Success with the Provest, which, together with private persons, Swiss and Yujaslava, took over occurrences of antimony, otto colff (loss, atc. occurrences in Julgaria).
- a) Somplerships: Grants of scholarships to stolents if acceptates, a Figurities, forestry and veterinary science from SouthEast Enripses countries, took on large projections. About
 10) scholarships resided ones your; own principal who took
 cars of the popula. Altogether about 1,000 former
 scholarship winners with whom contact was entertained. To
 thought of scholarship like the Cits Etrangers of the
 university of Jaris which received considerable support
 from Rockefeller. In his stall for stalents from the south
 East was established at the mining College Dather. All
 political influence was avoided, this leading to criticism
 by the Mil P.
- d) Firmtion of Groups of the Mat is occuments (ex-Proclet 0100000); IntigFir (E: ONNICERIE), businessman), Humbry (Professor SURANYI), Tolardia (Professor AYXIO), Vienad (Herr TILGNER, president of the Chumber of Communes).
- e) Vienna University for World Connerse. Courses for South-Bastorn students established and Financec. Very 3000 attendings secses taking extension of the building, financed by the M.T.
 - industry, a rigultural machine plants, big banks, I.G. For an, Rountsen and others, altogether about one hundred contributing nealer fires.
 - 5. Information Service: For members, rtly by individual reports, partly by current information. Extensive archives destroyed in air raid.
 - translations and its not an any

 5. Edsiness policy of the M.T: The M.T steelf did not me a may /
 enterprise. Article 2 of the ambutesof the M.T. which was
 organized as an esseciation, run as follows:

"The description singst the promition of communic relationshetment the communy of the German galon and the communy of the assumption of Control Europe."

Dr. 11th is secondarie policy for South Eastern Surepo was in line with the above policy of the M.T. Ir. Higher tried in particular to realize the following ideas:

- s. He was onial promotor of the says been project. The fact that the telephone of the says been could be increased from grantically nil to about in in dominate and to thest 20000 he in polaria and this not in far a saturarise out with the help of thousands of contracts conclude with farmors is a model of forcesing sconcerc policy the like to which I have not yet soon anyment class come privite enterprises. I inter his to counter assistive oriticism of or. Higher's sourcest policy which maintained that his class were utopical to necreater.
- In corrying out his injustrialization line in the Louth Zast, Dr. H.G.E. never over for neguiring a suferiey. To him it was only important in a two santapact in., shows the technical administration was in the name of the ost qualified people.
- e. Er. Higher took special over not to hart the __tional feeling of the Sibth East country own root. The foreign pirtners should repro the industrial rejects as oung those of their own country and should reflit accordingly.

0

d, or fights always best in sind the physical of the Gordan signating to its. Together with his South East European business friends in dur, say, assumente and objects, he always tried to find now practical ways of realizing this. Abone other orejects he suggested that factories which had to close lowe in Gira of should be transferred to the South East, and should be run toler with indispersus later and run unterfals. Als amounts were in sharp contrast to those of the official Dational Socialist nutborities, all his lims for Syin, the placeing well were turned to a limitly as impracticable on uncerthy; the South East Committue of the soich Group In untry, of which he was the chairman was shelved: and he misself was refused to exit orbit to so to Dur ary in the again of line.

questions was in comformity with the principle which from the beginning has some taken up by the many amount of the E.T. and strictly carried out in the face of all criticis and attacks. This principle may be described riofly as follows: voluntary,

ILGARA LOUMENT NO. 127

equitable acoperation on a long torm Pasis unler the viewpoint "do ut das", above all in agricultural and mining questions, and a firm rejection of all colitical and imperiolist ulturior motives of only bind. The Mil's one or. Links a South Boat decidate policy was anything else but exploitation and englavone b of other countries. It was, on the contrary, fair and magnatimous to its Luminian partners in South Restorn Europe. If torne such as "Grossrom" (Greater space) were used in this enamedtion it must be said that the iles if we obtained for a large apace (Grossesummirtachafts was not a new one ass was not an invention of the Spris. If this term was later brought into disrepute onthe last ideologists, it could not affect coribus lurisues was and again whate. The of the MIT never uniorstood this conseption to imply onything also, wither in word or feed, but intermedical comparation on an egget table and ut the same time complete respect for the several nty of the countries concerned. " 7, Relations to the SLAP: Sight from the . . innin of 1988, the Wit me distinct by the Durty since I, as a prost out, as well a or, sale, more under suspicion. As a free and deliterately

To Relations to the SSAR: Sight from the original of 1988, the

St was distinct by the Party since I, he may real out, as well as

or and distinct by the Party since I, he may real out, as well as

or and distinct by an expectation, as distinct fit into the energy

chartern of disculption. All undervoire to force in Tinto this

pattern of disculption. All undervoire to force in Tinto this

pattern deals as consetted successfully; and as a consequence the

tonsions to be on the facty and the NOT row over stronger. The

confidence which the NOT enjoyed in the NOT rough of the South
Enstern countries aroused entry and gove rise to exhapteration. The

ministers in cutarest, indepent on Sofia who curing the last

years had been appointed from the ranks of the SS, directly

in Indexest

substanced the work of the NOT. The "minister"/v. NILLINGER

suid, "mat, schools for teconing the use of a ricultural

machinesy. The calkans raible does not used that at all;"

LUCUMENT LOOK VIII ILGNER ILGNER LUCUMENT No. 127

The "minister" in Sofia had the referent of the W.T. who had for years been looking after the scholars expelled from bulgaria, etc.

The assertion that the Mar had been a spy-orientration is an absolute falsification of the facts. The same applies to the suggestion that it had made propagance for the Nasis or that it had served, in one way or another, directly or indirectly, to propage for the mar. Apart from everything class, this is commonly proved by the treatment the Mar received from the paper and its organizations, and the opinion in which it was held.

Ducheman, 15 February 1948

mignor Thile Presherr v. TILK 32Y.

I herely certify and attest the above algorithm of Thile Preinerr von Willewson, Luchessu under Morefulz (Besse) who has been identified by me, br. Josephin LIRORN Rig.

Duchensu, 15 February 1948

Signed or. Josephin LINCEN ERG

Afficevit,

I, This Prothers was The Sig, born on 3 March 1870,

living ht suchanau using marsfuld (mass), ence that I render

myself liable to punishment by making a false affiliabit.

I hardly sociare on seth that my statement is true up was

make the submitted is evidence in Gree 5 to the willtary

Trainful in the salace of Suntice, Submicery.

In 1888 the 1 T - Mittelourspecisons irteomiteta, (Control European lot) h : establishs : Germany-Foundation in r or to efford etulents of economic schools, of a riculture and of veterimery science, as a portunity of studying at Oprean conversities by the rentine of scholerships. hat we had in Induce the orangle of the Cite Thiversiteirs in carls. The out laints of lordin firms on the secretty of ourmiroid! augotesore in luce us to erecte on thiticael foundation, use a uta-Eastern f uncetica, partly rantin scholarships at to an type 'retter extent, financia, courses at the College for world Commired in Vivent, there yours business-can from Garneny as wall to from 8 win-Swatern Burnou, were tribute for their commercial solivity in a mer obsquate manner than nitherto. the fluncation enietly revised fund for the angeness of lectures, of the telephone stoff courses for foreign lan uspes and position journeys/to the valuath-dost. - 4 16 371-1.

The lectures, from the first, proved of creat interest.

The organization received its family from a number of interested.

Firms including, at the instance of are ILCHER, also I.G. Pur'onover
intustries. In spite of initial inducision, he won/spic of

LICOUNTY ICCA VIII ILGNER ILGNER LOCUMENT No. 120

the whole, within the framework of an intensification of 16's
friendly elemental contacts with the South Eastern States, as
if the recommendate the younger constitute. If
provided 5,, and 5k, and later, on are ILGNES's request,
reported this esture, Scholarships for the College of orde
Commence one granted to some of 10's important sustaines or those
if influential assumes commentions in all South Eastern
countries.

.r. HOE. to intervention in connection with the or main-ties was grintrily use to the sound commercial principle that in this namer in a crimity presented itself to his concern of putting business-trients in South-Eastern Burge unfor an oblication This is the same time, training an efficient o amore 1 your or proposition, in the other hand, namever, he class rect also in this coration a welcome means of one urabin , in prominent places, your un erstanding in the Control Suroton Tros. morer might a have Torked for political motives nere or / r to smin would have been time; cinted if he has assisted at me of the helf-yearly examinations, t which to T ro ul rly sent its representatives. Too usual subjects were Coult withs .. Foreign limmanges, communcial intersource and trabe-custime, communic structure in an an en folities more tallood. This also also at crossing the restrict possicle on pretancing in these your justingment within the limited Sentral European arou, for the requirements of their nei moorie countries.

Quebentu, 16 Junuary 19:5

ai noi Thile Proincer v. Will SAY

I testify and contily/shows at nature to to that of Thile Freiherr was IIM. SMY, Tuchenny unfor Horafeld (Hosse) who was identified by may are Josephin LINCON 2.6.

Cuenomau, 10 January 1941 si_nod le. Josephin Livernment EXCEMPT FR. M. TOB FR. INCOL .P THE COLUMN COLUMN COLUMN TERM (E.A. Protokoll) of 28 June 1840
Locument NI-6265, Exhibit 815, volume 45, (e.g. 165.

Esign f

d) The mostin commercial constition for the South East

The Littelebragacische intecnifiata, (Control European Liet) has reated socialeships for a social courses over a write of 2 years for the European of training your "usingsman from the South Base at the College for well Commonse in Views. The last has passed a resolution to entriute total of Al a) in with the stepulation that 25 scholarships shall be panted to some if 16ts "uniness-friends or of permutation classly exemuted with 16, score all with the view to good 1 successive in luminous.

.....

TROLDSE

by ir. in Higher it the General Meeting of the Central Surspanned that Letting in Vienna on 2 September 1941.

Vice cresi out ir. law HighTax

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Gormany and the intensification of occurry in the South.

The pripaiple forming the lasts of today's statements

not already been gut formers in a special lecture at the

loginain, if lost year. It rooks The responsibilities of

in may evolved notional economies in a magerical with the

ovelution of a ration in other countries producing row materials."

ourles the classration of the South Shat, I are able to a office

with the quantries of the South Shat, I are able to a office

that the principles of the provious hoture followers in times

if your noise of the provious testure resemble thinks

of articular interest in provious that the present attitude in

a magerial with the countries of the South East has by a more

been arment about by the war, but morely regressints the

lagical continuation of our not policy a words the South Shat

is the space of political sources.

Tale 37 of ort incl

Electorium (livin p. 200) • nn eres of reciprocal economic supplementation.

In survey of levelopment possibilities in a ricultural countries and these products raw products, various industrial countries will naturally

DECEMBER BECKENT NO. 129

with report to the virious applications and resembered producing admiring, or in reportion to the interest displayed by them with report to the social problems of the individual countries.

This interest will chiefly be expendent in the parametrical policies of supplementation of the parametrical that a the possibilities of supplementation of the parametrical trace countries. Common factors in outcomed evolution will entered by concurred cutted unforestables for the product that it

In the same why as the sufficience facility in a contrast of the For Cast for Jajua is those of the american continent for the Cast for Jajua is those of the american continent for the Casto States, so the concerns of the South Aset, are of special in stones to Germany within the fermiowerk of her all-lars, on interests, but in the same way or, next to Germany, I way to: those a special interest in the level proof of the South State, so the same policy to all the state, so collect the same applies to all the state, so collect the same applies to all the state, so collect the same applies to all the state than a collect the same world; they - a t wish to limit their near what contents to the country only, any ware them a sountry kine Germany can afford to ascrepant all other Lausner resume.

Fage 2. of .Tilbil

These relations of Germany / the countries of the South East, with their reciprocal secondale contacts at atronally intensified During the just few years, have a overall diven special presinces to the conception of living a too - incomerium. I believe this example to a particularly upt in terminal

the conception of Lecensesum. Germany, to other with the countries of the South East, forms a Lecensesum which with the consideration for Italy's intorests, offers to all carticipating countries a fire-reaching possibility of economic sur lementation and which, provided all the countries are duly propared to compare, is to a large extent capable of or wiling each part reciprocally with the most assential requirements.

- 35 -

popular who are sware of the conditions of the South-Eastern countries and of the special interlacing of the German accommy with these countries snow that the tors living space is not splind to an area in which Germany wished to settle or to live, but to one with which Germany wishes to live in community and to trais i.e. practically speaking, on a basis of nutual supplement of the South-Eastern countries as these countries are for the supply of German requirements, or in other war as the South-Eastern countries as these countries are for the supply of German requirements, or in other war as the South-Eastern countries as these countries are for the supply of German requirements, or in other war as the South-Eastern countries to be a Germany to Germany to Italian appears in the same way to Germany themes to the living space in the same way to Germany themes to the living apace of those countries.

Page 35 of the ori intl

Secondary relations tetroon Sermon and the South-Seat hitherto.

although the state of socnomic relations retween formany the South-Asitern countries hitherto out to described as quite satisfactory, yet it will containly to possible, Ly virtue of the specially fiverable geographical and occupate-political estatos of Garmany in relition to these adentries, to devalop this area Late the of the cost important occupate regions, under the reor unitation of European economy and in collaboration with all the countries concerned. Milst for the Italian account the cut itims in report to the South Statern area are similar to those for Germany is as also plinted out reportedly - yet the present war has prived quits clearly that this is not true or for is Ed land and France are conserned. These countries could not offer say important combine avo liments to the South-Rost and thus no percopent sevel-prest either. on Int an France had to limit their measures for the past out to renting louns, or which an increase of import was offected only for as long as supplementary funds were grantel. As soon as the inevita 1: - 35 reaction took place -

SCOUMENT LOCK VILL ILGNER ELGAND L. COMMENT No. 129

and interest could no longer be paid, or the loams could not be regail and thus further supplies of orgital ware excepted, this intificial took but dome to an end. 'n the other hand, it can be state: that the attitude of Germany towards the South Bost Mas counts atalls ever since the importance of the countries of this re ion has been recognize , i.e. in fact as a rly as the turn I to century. For this reason the fear expressed thousannully in the South Bast that Serminy of ht nicuse its political orediminance is not justifie's after all, there cannot a any sore favorille position for the quantries of the South Bast them to be on terms of close friendshigwith that great proof, which, by virtue of its abrin turahesing power and its high position in securate and teachical witters, is in a contition to offer to these countries light everything which is necessary for the intensification and .I har 'evelopment of acon my, an particularly in the scalal aphore. Exercises it is subscribly of considerable importance that such a Superation should cutrantes a penneful development.

Fugo 86 of the Ariginal. Extensification of erriouiture on the basis for furtour

development in the future.

it is natural that the increase of probabilities power in the countries of the South East most legin in these branches of accepts which are most reflected to the economy as a whole. All measures necessary for this can only be considered on a long-term basis. First of all the standard of living in the country itself must be raised to such an extent that the more primary requirements—which are always satisfies from accrees in the country itself — one also be not in full. Only the new purchasin, power created ever the above this will be of importance for additional products which are to be imported. In order to achieve this object it is descential in the first place to intensity agriculture; further—se

DOCUMENT BOOK VIII HANDR TLOKE: DOCUMENT No. 129

the development of the enterprise system, the introduction of the interview of the intervie

- o 36 of original

The replace of the intermiffection of a risoldure in the South-Sestern countries of research difficulties to first with recept to the increase I present a wor of those combride, in that the exports If the Juth-later ourise minly from the cuntry whilst the in outs we chiefly dructed into the terms. Therefore the stren thening of the presents ower of the former in the South-British countries because object to in retart. If the consider un. South-East Bur soon - riculture from the roster Gircen in Jr. fr m the S rtiment-1-Bur norm wines lot, the first feet which mir on is the michaeity for on increme in the gial tour hectore. .. of more a with Service fill more shows that the will per hoctors of the south-Best Sur moon countries. eyerros about one half of the German yield per bestern. The effection Is an increase in the yield for heather by intensified nothers of cultivation trees on busting the increase, use of machines, more el como en il fortilizora un in rivol ; ricultural mothada is one of the sain tanks.

DOCUMENT BOOK THE HAWER THANKS DOCUMENT NO. 129

Is most of you should know already and as is especially may rent
from the endocents made today by Herr von III O'SET, the Central
Bur, some Education Convess with its various institutions has already
achieved consticted results in this way field foring the most
years, just as the Convess' economics in the cultivation of soydbonns in but rain, Tu eslavia and Remarks also forms part of the
intensification of a releulture in these countries.

by intensifyin, the acthods of cultivation a sucend very important object will be achieved at the same time i.e. the/liberation of some amount only partly and yet in a riculture for each year in other arranges of injustry. The surleyment in other branches of instance of markings thus freed is then a task of the intensification in other spheres in the course of the on rel level-ment of course.

2- c 38 if the ri incl.

Parties accourant r the interestiention of in ustry in the South-

better are should be said of the resultation of a requirement that better are should be said of the resolutions for producing row material, as he is expert and for home constant in. In this economical in the not only thanking of an increase in the sight of reasontains in them and cools processing, as in particular minoral cits and non-formus patches, but says namedally class of the rhe material for the new industries, like word, estion, historical skins. Peturally the measures there in the a righteral sphere and have their effect in this case, as for instance the increasent of cattle breaking and the subtivation of cleans for industry; in this connection - as for as it is seem intelly precticable within the entire cohemo - the starting of synthetic production

DOCUMENT SOCK VIII ILGNEA IDENER DOCUMENT No. 129

is to be emmidded, such as for instance the production of cultulese from reces.

In this field, two, the Control European Economic Congress has been losding for several years, especially in opening up the are deposits of Yu aslevic and recently by someoring the crive of the "other," planned on a large scale for the improvement of sheep breaking in Bulmaria and the other countries in the a with-East and thus, in-directly, the production of wool.

Another extremely important problem is the extension of the morns of communication agent from

Para 39 of the original.

the improvement of the raids, in of the most urgent track is mostably to show a the smin times of the reilrord to double track lines. But not only for the line distance trains but what for the local branch lines the improvement of the reilrord lines of the individual countries seems to be to be of considerable in orthogo. In a dition to this, the improvement of the index anterways, especially the resulation of the Considerable course - the Iron Gates - is very prosent.

In connection with the last named problem there also arrises another one, the improvement of the existing setur power, a track all the more important since the water of war available at all in Continental Burers is relatively small. As regards the laying of a discline from a confirmed valuable spade work, How for, in addition to this, it will be possible to build autobahnen and to intensify communications by air, still has to be examined in detail.

as regards the development of the industries producing consumer pode, the textile industry small be nesed in the first place as one already well developed. Just in this connection the intensification of the cultivation of fibrous plants and the drive of the

btirgh is of special importance.

Even if many of these measures, which are to be taken by the Gorman ec many, connect have a directly favorable effect in Germany at the some time, there is no reason for the German partners in question not to partici wto in carrying out these consures. Indicatedly it takes considerable encreasity to work on such a lon term basis, but, in my opinion, it would be a disastrous mistake to make use again at first if the aire convenient surces of surply after the conclusion of wir, much the direct int abvious reventage of a stron intensifigstion the productive estacity of the S uth-Erst is no langer as sanifest as today. Do not let us for ot the seventages resulting for the occaside interendence of Gorway Curing the present war due to the special interest Gerseny took in the covels ment of the South-Bost ton yours and, and especially the improvements in the secondic reintions bowson Cornery and 5 uthorn Europe which came about Curin : the post seven years. Such a development conditutes on abli which and in my origina it should be the task of the Gamen seenow - 1-cly receive from a nviction - to support oner otically our South Enstern not have in the sermonic pavolo ment of their countries. For the countries of the S atm 3-st, however, those e neiderations dive the bost morented that Gornany - as I once correspor in a discussion with e Tu palevien count mist - will, in its own interest, have to not for processe sono, os in feet it would like to not in any case towards the countries of the South-East, or, as I realise once to a question connected with this matter which was nexted in the course of a discussion with a londing than sarian, that it is in the interest of Germany that Sungary should row as rich as possible as quickly as possible so that it can buy from us to much to possible one as seen as possible.

Affidavit.

I, Earl HESSIES, born 5 February 1900 at Ensweihingen/Worttonborg, temporary resident of Suarnberg, know that I render myself liable to punishment if I give a false affidevit. I declare on oath that my statement contains the full truth and was made to be submitted as evidence to the Military Tribunel in the Palace of Justice, Musemberg.

I am able to state the following about the forking Committee for Questions concerning Foreign Trade:

At the suggestion of the Department for Foreign Trade of the Beich Ministry of Sconeny a Verking Committee for Questions concerning Foreign Trade was formed by the Beich Group Industry and Reich Group Trade, probably at the beginning of 1946. I myself was asked by Dr. ALLERSCHT, the chief of the section for foreign trade of the Reich Group Industry, to participate in the discussions of this committee, very likely because from August 1934 to June 1937 I had dealt with questions concerning foreign trade, when I was a colleague of Dr. Ajalmar SCHACHT at the Reich Ministry of Economy.

The Working Committee was to inform the Reich Ministry of Recommy of the wiehes of industry and, on the other hand, to assist the Reich Ministry of Economy with information and export advice.

The discussions - which generally took place once a month - were in the main concerned with the question of the obstruction of the clearing with the South Eastern Sureposa countries because of the opposing price development in Germany and the South Eastern states. Vailat in Germany

DOCUMENT BOOK VIII, ILGNER ILGNER DOCUMENT So. 154

an equal level of prices had been maintained by appointing a price commissar, signs of inflation appeared in the countries of South Lastern Europe which in business transactions with Gormany naturally had a detrimental effect on the latter as far as prices were concerned.

Towards the end of 1944 Dr. HallER, at that time state secretary of the Reich Ministry of Scenery, confidentially asked the Working Conmittee to prepare monographs on the most important raw materials playing a role in export trade. These were to be made available to the German delegation when negotiating possible peace treaties. This committee's work was of no other practical importance.

Macraberg, 3 December 1947

signed: Karl ELESSING

I horoby cortify and attest the above to be the signature of morr Earl RESSING affixed before on, Dr. Joachim LINGSNESSE.

Suornborg, 3 December 1947

signed: Dr. Joachin LIMBERGERG

SOUTH - EASTERN EUROPE. A POLITICAL AND ECONOMIC SURVEY.

Prepared by:

The Information Department of the Loyal Institute

of International Affairs in collaboration with

Ins London and Cambridge Economic Service. Condon 1939.

4. GERMANY'S TRAIR EXPANSION IN STUTH-EASTERN EUROPE.

(pole 195)

Mothers of German Trading;

The methods ado, bed by Germany t. increase her trade with these countries have been subjected to adverse criticisms. She paid high prious for her goods and was prepared to take large quantities of most pods.

her sup lices, who had to buy German work in order to get paid. Germany also followed her usual practice of granting long-term credit for the purchase of German michinary and other durable products.

(page 180)

leading tuyer (working under State control, so that all prices paid and coursed could be fixed as desired, transactions with each country being reparced in effect as a carter (eal) to turn the terms of trade in her favor. She might have paid, say, 5 to 1. % above world prices (in the local currencies) and then charged, say 20 or 30 % above world prices for her goods (which the countries in question would have her to take in order to liquidate their clearing balances).

The various countries which were dependent on the sale of their products in Germany, might have been constrained to accept these terms of train as a permisent arrangement under the threat that Germany would otherwise refuse to buy from them.

In fact, Germany did not up till sarch his exploit her
justion as might have been expected. Dut, taking a lroad
view, Germany has on the whole so far charged competitive prices *)
for her goods, quality for quality - in certain class to an
extent suggesting subsidized dumping - and his not much
restricted the types of goods which she will sell.

It has even wilely believed that Gormany exploits
the South-Enstern upuntries in the ways suggested. But an
examination of import and export price indices for humany,
Dulgarit, Roumania and Turkey tools to show that on calabout the
prices of imports as a wable have risen less than world prices,
of similar space.

^{*)} For some goods in which Gormany has a monopoly, prices are relatively high, but for others, e.g. Leica comerce, the policy of the German firms has been to charge lower prices to South-Eastern Europe than to sestorn countries. For too much has been tate of German sales of aspirin, mouth-organs, etc; these are relatively unimportant.

ILCOMENT SECT VIII ILCHER ILCOMENT SECTIVENT NO. 180

It will be noted from the compilation that the import prices show no great rise (whereas the export prices rase considerably) since 1938-34, when Germany began her trace expansion in the South-East. It might be argued that German goods had risen in price whilst simultaneously the imports from other countries had fallen in price - the indices, of course, relate to total imports into the countries named. Let in fact this was not so. The index of export prices of critish manufactures as a whole was rising from 1936 onwards are at the close of 1937 was seen 14 % above the 1930 level.

Mark closrin, balance:

These price indices is not, of course, tell the whole story. On the one hand, they do now show the conclicial effects to doubt-Scatern Surape of a greater values of trade; on the other han, they to not show the losses suffered by these countries through accumulating elearing relances with Germany. These losses have been torne sither by the experters (directly, as in Yugoslavia, when they sold their elearing marks at a discount, or indirectly, through having to wait for their memory), or by the Government or Control and, when those advanced the value of experts to local producers. Consequently the not expert prices were somewhat lower than the indices show.

Navertholess, the importance of the clearing belonces with Gormany can be exaggrated. To some extent it is natural for an agricultural ocuntry to accumulate a foreign belonce when it exports its crops, LIGHENT P. N VIII ILGNER ILGNER L. CUMERT P. . 130

and to spend the colonos over the followin, months. Moreover, the combined electing belances of the five countries with Germany selion exceeded RM 107, or at most RM 150 million - that is to say, about 10% of the total value of their exports. Turkey alone had a bigger mark belance at the close of 1535 than the whole of South-Rost Europe had, she liquidated it all in about a year, by restricting her exports to Germany.

In the course of liquidating their more calances all these countries have purchased transments from Germany. But they wanted to increase their ermanents. We a rule they invited tembers and the German tembers were the lowest. The sens applies to the steedworks constructed by German fires in Yugoslavia and haumania and to the German deliveries of telephones ato.

It appears, therefore, that it any rate up till the string on belonce of 1839, the South-Eastern countries have transfer a material sense and in the short run, y the increase in German purchases. Germany has helped to raise their expirit prices and to increase their national increase and she has not so for taken advantage of her bar siming position to turn the terms of trade in her favor, so that the "real" increase of the South-Eastern countries have term raised.

DICUMENT SOLE VII ILGNED ILGNED LICONENT No. 133

5. THE TRALE PULICY OF THE SCUTH-BUSTERN BURCHEAN CLUMTRIES'

Mothods of limiting foreign trade with Garmay:

Germany has sometimes resold certain South-Mastern

Burapeen asymmitties - for example, make and tabacco - in order

to get free explaints (for example, from the Matherlands and

Scandinavie). As Germany paid high prices, it seems probable,

that these transactions all not injure the South-Mastern

Burapean abuntries.

with either hand Gormany sugglist atmost these countries with either and either as well as other commodities for which they would otherwise have hid to pay free exchange.

Burepe seem up to the present to have made friely good provides with Germany and, at the same time, as the disgrams show, to have succeeded in retaining their trade with free-exchange countries. The main presents, apart from political considerations of prest importance, are the check to more labor-intensive cultivation (with the miner exception of the soyn-sean production promoted by 1.6. Forces in assuments and calculation, the supervision (whence) is industrialization (to junctive ty the terms of the recent German-accomming from a present) and the danger that Germany may exploit her position in the future.

6. TRITISH COMMERCIAL POLICY IN SCUTH-ELSTERN SURJER.

Thile the five States of South-Eastern Europe took 12% of Dritish exports each in the years 1525 and 1.30, Great ritain bought 1 1/5 % of their import from them in 153; as against 2/3 % in 1529. Thus Great ritain has been increasing her jurchases from South-Eastern Europe. Luring recent years nor purchases from all those countries, except Greace, have considerably exceeded her sales to them. It must be remarked to however, that writish trade as a whole shows a large excess of imports.

In some lines, ritish ex, rts have suffered from Gorman competition in the markets of South-Eastern Europe. Nevertheless, on the whole Great rithin are minimized her sales fairly well.

As writish exports to the five countries are only about In % of total writish exports, and as German exports to most other parts of the world have seen falling recently, it may be thought advisable not to check the German trace expension in this tree.

affidavit.

I, Thile, Freiherr was Hilled Sil, born 3 mores 1:71,
resident of Luchannu rear Harsfeld (Hesse) in inverse that I
render syself limits to punishment by making a false offi avit.

I hereby declars on both that my statement is true and was
made to be submitted as evidence in Oase & to the Military
Priounal at the Galage of Justice Sucrement.

0

of the mitteleuropseische Artschaftsing (± 2) (Control

Burgean wiet) in. Nex H HM, who was known lever any depth
to have seen an apparent of National Socialism. her I first
met MSDAGHER, he was manufer of a Social Lemberat vailable Dooperative in Vienna. In light this position for researce I no
lancer recell. In. Sold was in to intervene in his tohalf.
I did this in the basis of his recommentation, decade I was
sayed by his on his mifute districts in locause his abilities
in the toomsele sector has been principle will inferred in Italy
and South-Eastern Survee. There was no question of any
political mitiwe, or also I would have a solutely refuse: to
recommend him.

I approached the leg ty of the then theent in wax ILGO to I believe it was in shunger, for the jurgese of producing a position for IRGO LOFE; with the I.G., whose compresity in promoting presently unon, loyed talent was unwert. Mr. I do not incht that or. ILOFE, who later deputy - of ur. NEU LORRE to his reportant, attached no particular importance to this assignment and considered NEULLORE merely a talented collaborator in the promotion of export. I no longer remember whether ambassion CLC 105 of the Portign of fice approaches no on NEULLORE capair at the time. We locision to recommon him to the IS was in any case activated by the same statud reasons.

Duchancu, 16 January lava

signed Tails Frhr. V. ILM. Dal

I herery certify and attest the above algoture of Tails Freihers who The Sail, tuchenou note Estafold (Husso), who is known to me, ir. Josephs LINGEN Fig. t. to that porson.

Juneacou, 16 Junery 1140

at god ir. Janchin L. WER ElG.

Wilhelm w. FLULDGE

Rottach, 26 Dovember 1947

I, Vilhelm von FLUEGGI, born 7 august 1887 in Eusweldorf, resident in Steinberghof, Post Schaftlach, have first been warned that I render myself liable to punishment by making a falso affidavit.

I declare on oath that my statement is true and was made to be submitted as evidence to the Military Pribunal No. 6 at the Palace of Justice, Macrobirg, Germany.

My personal particulars are known there, due to my having been examined as a voluntary witness in August and Sectionber 1947.

Horr MURACHER, whom I did not know proviously or whose acquaintence I may possibly once have made superficially in a hotel lobby, was sont to me by the I.G. Farbonindustria Ferlin with the request to find an assignment for him, I do not remember argetly when that happened; but I recollect that it was shortly after his release from detention in austria. Incidentally I was advised - or at locat I gained the definite impression - that higher quarters had forced INURACHER on the I.G. Farbonindustria to give assistance to them and to be employed by them: Berlin obviously being at a loss to know what to do with him.

As I specif did not know that, I at first advised MSUBAGHER in view of his obviously serious sciatica, to go to Piytan for several months for a protracted course of medical treatment; he actually did so, after termination of the treatment, NEUMAGHER re-appeared in Vienna and saked what was now to become

disagreeable to me, since I had heard that Berlin contemplated requesting me, after completion of my work on Turkey, to write on the agricultural structure of Tehecheslevakia, this being the only country energ these in the near South East with which I had not yet dealt from that angle. But considering my personal situation, this country was too near to demany and too much of a political hot bed. Therefore this commission would have been particularly unvelcome to me. In addition I was very anxious, for the same reason, to move away from Vienna since life in Vienna had become rather unconfortable for me in view of the growing danger of the anachluss.

I therefore sew Dr. K. MHUNGER in this netter, frankly explained to him my misgivings and ressons, and saked him to try to obtain an assignment in Asia-Niper for me - as a

DOCUMENT BOOK VIII, ILONER ILONER DOCUMENT No. 132

natural continuation of my work on Turkey. At KRUNGER's suggestion I not him in Jarusalen on his return journey from Lorpt, and together we asde short trips to some of the countries concorned. At the same time we collected arguments to support my desire to examine the egricultural structure of these countries: On the strongth of these arguments KRUEGER was then able to porsuade Dr. ILDER to eparave of my suggestion. I can still remember distinctly how HENNE, in passing no on the ateirs of the I.G. Building, suddenly told to that I was to continue my work in Asia Minor, MUDBACHER, who happened to be within carehot, was evidently greatly shocked about this decision and sakud ILGITE what he was to do now, whereupon HIGHER - as far as I remember - replied to him that he should now go to Orochoslovekia. I do not know whother MSUBACHER metually went there; the next I heard of him was when a newscoper report stated that he had become Mayor of Vienna after the anachiusa.

Perhaps I should and that MURACHER, having completed his study of my works on the South Eastern countries, was commissioned by Berlin to compile a report on a small chemical industry in Bukerest. I do not recell, which industry that was, But I do remember that I was once given EMMACHER's report for comment; apparently Berlin thought that this report did not reach the usual standard expected and I think I shared this opinion.

signed: Wilhelm von ELUZGOE

DOCUMENT BOOK VIII, ILGUER ILGUER DOCUMENT No. 132

I hereby cortify the above signature to be that of Wilhelm von FAUSCH.

Bottach s. C., 27 November 1947

Parish of Bottech a.T.

by order

signed ZIRVEL

Vorwaltungs-Oberinspektor

STANZ

Parismof Bottach

DOCUMENT BOOK VIII, ILONER ILGHER DOCUMENT No. 133 MATIOMALSUZIALISTISORE DEUTSCHE ARREITERPARTEI

Hordquartors of the Auslands-Organisation

Bank account: Berliner Stadtbank, Branch II, Berlin W 9, Linkstr. 7-8. Transfer account: Wo. 2400 for Jationalsonialiatische Deutsche Arbeiterpartei, Auslands-Organisation Jelsphone: Main line mumber E 2 (Luntsow) 7941 Postal eddress: Berlin V 35, Post office box 50 Address registered mail, insured mail etc. to: R.V. BOHLE, Berlin V 35, Tiorgertenstr. 4 Virce: Elhob, Berlin

Bof. Foreign Trade Office Book No. 79693 Schw/Kr

Borlin # 35 Tiorgartonetresso 4

(hendwrittens) enewared 4 May 1937 (hendwrittens) confidential:

Your references Subjects Subje

Florac guett reference and department when replying,

Direktor Dr. Hens MUGLER, c/o I.G. Ferbonindustric Prohibit/Medin Gruenclurgplatz

· Sir,

With reference to our recent conversation, I conclose some confidential particulars for your information. I leave it to you to decide whether - in view of this information - you or your firm wish to support NEURACREE's condideture.

Heal Hitler! signed signature

STANC: Nat.Soz.Doutache Arteiterpartei AC-Headquarters Unclesura Copy

Strictly confidential! For for publication.

The is Director MUDACHER!

The Jetional Socialists' organization in Austria was decyly shaken as a result of the events of 25 July 1934; and this was again seized upon by some people as an experiently to fish in troubled waters. So far, agricultural engineer ENDTEALER had to a certain extent managed to keep the organization together. It was the "Sermen Club" on the one hand and the appearance of Dr. Velter 2020 on the other, which made it messible of late for a certain person to push himself forward into the linelight as a loader, although his mast would amount to disqualify him altogether for such a position. To mean the former Generaldirektor of the Gosila, who bases his efforts to olay the part of a loader in austria on the support allegedly promised to him by Berlin.

Now, who and what is this Generaldirektor MUDACHERS Doen his return from the war - he is said to have been a very able officer - he succeeded, through his father-in-law Dr. IOSSCHAIGG (Christian Socialist) in being commissioned with the liquidation of the Bluman and Moelleradorf plants. S. managed to hush up the various scandalous incidents which occurred in these plants, and to earn large sums in the course of this liquidation. Thilst on the one hand he allowed the Christian Socialists to support his, he succeeded on the other hand - through Hefrat STERS, a Joy - in establishing very good connections with the Social Democrats, in particular with the former financial magnate of the city of Vienna, President BRISTERS. It was the latter who had afterwards procured for him the position of Generaldirektor in the Genila. This enterprise was originally managed on a communal basis and

was subsequently srensformed into a joint stock company. It was of course necessory for MUBACEER to join the Social Democrats, As a Social Democrat he entertained very close connections with Seitz and Stadtrat (town councillor) SPSISUR and he was slee limison officer to the Pusaisa Communist Party. The Social Democratic Party or the city siministration of Viones sant him to Moscow and his loctures in Moscow were even amounted by moons of posters. It is said that he was in fact slass a mimber of the Sussian Communist Party, ESUSACHER whee had political ambitions. So founded the German-Austrian Foopla's Longue in austria and was ampointed Promident of this People's Longue by Austorlits. The conference preceding this appointment, which took place in a Wicana coffee house, was attended by the Jow absterlits and another Jew, The German-Austrian People's Longue could only be of significance in Austria so long as the Austrian German Poople's Loague in Borlin flourished. It is public knowledge that HUBACHER angaged LOSES, the former Prostdon't of the Sociald mooratic Party of Garmany, to act as official sporker on the occasion of a 1-rac speckluse coting in Vienna, The German-Austrian Popolo's League in Vienna was the mosting place of all Secial Jesocrate protonding to Nationalism. Then the Social Democrate eter began to sink in Germany, MEMBACKER triod to ewing his loague to the right; however, this earnt his the distruct of the Austrien Social Desocrate. HOUHAGHER slee triod to enrol his lessue as a member of the massociation of Gornan nationalist societies, but the latter's headquarters refused admission in view of the league's peat. Then the position of the Social Democrate in austria became wook, MEUHACHER for the first time tried to curry favor with the rising Sational Socialist Farty in Austria, After telks with EABIGHT and FRAM #FEAD, he miccorded, though not a Party number, in obtaining

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an assignment in the Seu Vienna political economy department of the MEDAP. Then the Party was banned, MEDEACHER saneged to gain feror in Bollfuss circles, Bundeskenzler Bollfuss and Minister of Commerce, Stockinger, were frequently invited to the Generaldirektor's home, and whom his wife gave birth to a dementer, nemod Monika, Bolliuse acted as god father. After Dollfuss' doeth this relationship cooled off again, at present EURACHUR. in again sponding much time in Nationalist circles, and tolls everybody who listens to him that Berlin intends him for the position of Landesleiter of the Bational Socialists in Abstric. . However, he does not intend to stop there, and ampires to a higher position in the Berlin Ministry of Sconery, which, he allogos, Dr. 50Pater precised his. Sut in order to make sure of the required recestion is Berlin, he is now trying to cake himself unpopular in higher Austrian circles, so as to incur arrest and thus be able to play the role of a martyr. It may possibly be considered as characteriatic of the methods adopted by Conoraldirektor EURACASE, in order to ettain sis objective, that he launched a runor in "Toutsche Klub" circles, that Engineer Elithalsh had placed bicaelf at his disposal, a story which the latter strongly depice. Quite recently EDURACHIE hem else been trying to catablish contact with the recluse Dr. Walter REEL.

DICINENT OF VIII ILGUER

CERTIFICATE OF TRANSLATION

11 Warph 1968

in its late and that the above is a true and correct translation of the locument work VIII Ilguer.

pages 1: 1 * VII \$9 - 39	N.B. AASIN ET. No. 5175
* 1 - 10	ANNETTE JAC : S. HR ETC 50, 20146
* 15 - 22	H. STEANFELD ETC No.35120
* 23 - 21	19780 518561 51. No. 10254
9 35 - 92	athica Ella.i NTC No. 2014b
* 48 - 52	AMALIA IBZES ETC No. 25967
* 51 - 50	BALLI GENNETT STC No. 18673

Case 6 Defense

> TRIBUNAL VI CASE 6

DOCUMENT BOOK IX

for

Dr. Max ILGNEE

submitted by the defense counsel

Dr. HERBERT WATH Attorney-at-law

gung



Doc. Exh.

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affic vit Guenther SCHILLER "prokurist" wiltungsrit " nilinchenie Vienns from 1936-1938. itness was sent to Vienns in 1936 to saist lilhelm ROTH of T.G. Ferben, Serlin W 7 ns ROTES position Was rade ... re and sore difficult by the offici 1 Ger n e sures g inst the Jewish represent tives of German firms corted. Up to 1938 I.G. Perben was able to over a corrying out the order to dishies its Jewish representatives. .s c consequence, fter the "nsonluss" f pustric Mating I Secolist con issers yere instriled in the nustrion firs of the T.G. Friend of the t the I.G. Forben becald not on pens to its Jowish employees ony longer coording to the I.G. From tradition. The idea of the coordination of the Sact - erke Watzl r sh res a c been repettedly succeeted to the I.G. Forben.

Rel tions of the I.G. Forben with the

Gener 1-liraktor of the Skode-letzl r

'erke were entremely friendly. Foldon and

ROTH lere the mes who were most impor
tent divid to of participation of the I.G.

Firben in the Sil. negotictions were already in - vory car need at to t the tile of the .mschluss" which on be seen from the f of the in agreement with the side ind the "Creditorst lt" the chief of the central-accounting office of the L.G. Typen -DETCHER - worked out a report (of son-citi n) of the Saw. Before the "anschluss" the ustrich government W s ogginst Cerup portion of then in .. ustrien industry one this w s the couse of merr POLL I's doubte bout the sile of the whole of the sucres through the Gradit nettelt expressed in his letter to Dr. H. H. I.G. rurgen (11-7388, Exhibit 1860, Document Book 52, Lngl. p. 30, Gor. n p.38).

Ifter the machines, witness took over the run galest of the SVM, in careament with JOHN from the Creditenstalt on YOLLAK.

235 Liftic wit of 1 ter Burels ERGIR, from april 1938 at te Corriss r in Lustrian priv to enterprise, who states that the difficulties which the Credit astalt night we had ofter the machluss can have been only of a very temper ry nature and had no I sting effect on the institute.

led a cober of the "Lursichtsrat" or the Oracit pat it witness is colo to v rity this se to set. The Credit not lt, up to present distre of the superior Stote cuth rities to become big of mercial bak, hit a therefore supposed to gridually get rid of ill industrial participations. The Verst no, including merr John, h d no cb-lections to tais."

Gittinauu

ancher offic wit of thiter a Falcanta in which he discusses in detail o on of the state into the by norr Johl. in his ffi-divit (Doc. 17-10998, axn. 1067, Dro. 52, ongl. p. 44, Fer on p. 66). The witness never neard JOHN carpleining about my pressure being exerted up in the Creditenst It in the S'A" trons coin, "but he heard such could inte h mice over to the Reichswerte. There would certainly not make been exertal of pressure on berif of the 1.G. Forben because it was not recognized as a W ti not-booklist consern. ithess is convinced that the finencial conditions to enod to the sale of the Skioh ros more not unf voreble for the Creditinst lt. "If the t would be yo been the cose
JOH I or moth r one of the coolers of the
Verst of if the Creditenst it would now tell
us I tor in, e-neidering the excellent underst noing which exist c between us - I was for file the - melber of the considers in the _rosebive consistion - not conjularry but on spacial request of the Versting, I never herr simple ourplant bout it.

Octti-

Doc. Line

Affidavit of Ful Dancker, chief of the central secounting affice of the I.G.
Forben who tostifies that at the boginning of 1936 and in March 1938 (before
the inscaluse), he cerried out a believe
short sudit on the backe tetzlar trks
on behalf of the I.G. Ferben and upon agreeant with the Cracitanst 1t. Tithoss calls
the price of 180%, which was great upon
for the S. spires, a high one, he chains to
h we design ted it even then a ca unnecessarily great concession.

136

in Austri , for ar adabar of the Verstand of the Bon a-C. in . G., Vienn . It was abvicus for Dr. IDG A the table Dr. a-C. . in the first of og, to a reconser of the shift of , in the first of og, to a reconser of the shift of , in the first of og, to a reconser of the shift of , in the first of og, to a reconser in increases. Go, therefore, the bottom ide that they is a thought to see a present tally is of the an reason the Bonna C. . In G. Whare-is approximately in the second of the sunth-contern at the stock-exchange of the sunth-contern at the stock and the stock of the sunth-contern at the stock of the sunth-contern at the sunth-contern at the sunth-contern at the sunth-contern of the sense beneficing to matrix. The four-Year-Flux is a the sense in either in the found tion or in the pleaning of the development of the Bonn a Change of . Br. IL/2 R and the scale was in the I.G. around allowed themselves to be suided in well their colveton ties in austri as well as in the scath-contern countries acclusively one sclely by fair co-oneric no be uncold viewpoints."

20

- Letter from D. FISTO, Bitterfeld, number of the Verst EC of the I.G. From to I.G. Forben, Le wigse for, of 11 Movember 1927. In botcher 1927 Genein to Som I'm we visited by here BOLL mot the Som The work of the Som The root needed extensive support of the Som."
- 138 Dr. FIBURE'S report of 26 inventor 1927 on the imagnetion of the costier brundlent of the backs-latel release.

29

- Report of Dr. KUEH 1, Lavorkuson, of 29 Move bor 1927 tout the inspection of the Loosbiorbour-plant of 5 " jointly corried cut by him and Ir. Planer.
- Lett rs from I.G. Ferben of 12 December 1935 140 to dorr 'SER-IDRA B and for Laffigak about the B', coording to a secunication from lowerzielrat ROTE, Vicar, the assig-Solvay group is at present trying to exert on includence on the att. "_s orticipation in industries are not one within its phore of cetivities, the Greditenst it will try to revented is thich might devolop for I.G. Perben from a participation of the ussig argani-zation in the 5% are described in detail. "The fric (ly colleboration between Dyn .it 105 b a of tec night be disturbed by a perticipation of .essign to the 57." It is suggested to equir a right of proception on the ordisition of the a shorts by the I.G. forgue.
- 141 Strin maich con relair t River, Victor, princip to . It is stated that transfer of the State to ussig group a cle .com b severe torset to the I.O. P ron-position in nustrin. - rzinirit ROTA is nuthorized, in the Cast recichische Gracit ast it, and under special conditions, to ske noffer of up to RI 3,000,000 (86% of the stock of the SMV).
 - Latters from EdFLICER of 30 January 1936 to br. H. T. A. Dr. PISTAR bout SAT. The Gro-ditensials in 6 the intention of eventually un-142 leading the block of shares of the 807 "buchuse plents like the awa do not fit in its sphere." cti tions bused on the conference of 10 January 1936 in iona, hoping

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142 (cont'd.)	for a possible free option for the I.G. Ferbon on the SIM shares from the Credit- onstalt, if it porticipates in the nitro- gen project in nustrie.	40
143	Letter from Dr. PleTeR of 10 John my 1936 madfiller. Dr. PleTOR welockes the interes Shown for the EM/ and suggests enother in- apection.	at
144	Letter from Dr. MULHER of 6 Lorch 1936 to Zentreldirector FOLL K of SM. Dr. NULHER hopes hat herr ROT will succeed in bring about a satisf ctory solution of the S'M question.	ging 4£
145	Letter from merr POLL A of Stat of 9 Larest - 1936 to Dr. AUTHOR.	47
146	Report of Ir. MILH L of 13 it rob 1936 on the inspection of the Hessierbeum and Liesing I not of the 500, corried out by at soif, Dr. surkille and fell orbit let ROTH and schoueted by worr Fold by	148
147	Letter if 13 in y 1936 from Loss von SKLLL director of the unilinearity, Tiene (1.6. Forbon-cypney) to the Control flacance-od-ministration in Aprilia. Here via a Gal., General archer of the Disterroionische Droditinst lt- iener Beneverointeld not the decess not latent to discuss the SFM constian with mybody for the three being, but that in principle he is grap rete sell of if or or if the shores (75%) in his possession to the inilinear, io."	oc.
148	Letter from director MOSS von SEILLER of 26 Juneary 1937 toG. From, Frinkfurt no eagl ins in detail the thoughts express by Horr 2012 K of the SW/ for reorgani- sation of the charlest industry in austria POLLE sigs to the one General irektor John of the Creditenst It	oc.

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ore propered to give their consent to the sale of S. -sheres "if, by doing so, there will be a common and uniform production and sales-program set up and carried out by the I.G. Forben industry ...G and the astrian Dynamit Fabol . G and the powder factory Skeda "orke letzlar .G."

- ling 1937 between POLLEK and INGL. DNR and nearbors of the Strand I.G. Ferbon. The nor POLLEK sketches his plans for the reorganization of the chemical industry in Lastria. Conditions within the chemical industry are toraced regretable and anhealthy". Leaders of the I.G. forten welcome POLLEM's suggestions are re the solves suggesting as the first step to be a ken the participation of the "Stranger of the Credit ast it was been informed of his plans and that in conjunction with the mitrogen-project the ide of the purchase of the action of the information of the action of the information of the action of the act
- 3 3 note obout conference on 22 September 1937 between POLE and I.G. Forben nambers, FOLLER
 mentions in econoction with his plans for the
 che to I incustry of mustric, that he as
 well as Gener Idirektor PHILIFF would soon
 recen the go-limit and would charafter have
 to retire but that new block was missing, he
 could, therefore, as no better than hand over
 his inherit nes to the I.G. Forben. The present
 politic I situation did not allow may longer
 which are the shares, about which he had origin lly thought, one would therefore have to
 take the street explicator roof of a lorger." 70

Doc. Run. Mc. Mc.	Contonts P	go	
149	Letter of 28 Horch 1938 from the BCK., I. G. Forben, Berlin, 1. 7 to Dr. KULHAR. The note of 18 Horch 1938 etteched to this lett r proves that, before the anschluss, for political reseas, the austrian government was not propored to great paraission for a selection and rehelding of the I.G. Serben in the SU	n -	
150	belonce-shoot sucit of the S'M for the year 1936/37 corried out by him on 9 and 10 larch 1938. On order of POLL M and E G-Lamber of the S'M was as fully explained as that issued two years providually.		
159	Excerpt from the trace-journal Gestdoutsche Tirtsch ftszeitung, license No. 42 of 11. Gev. of 18 December 1947, necording to which the Don u-Cho is G, Vionno, with its plats in all shierboth and biosing cro put under seviet central a "Gornen property in austric".		
157	Ordin new of 20 1 y 1938 about the intro- cuction of the Sucraborg r of 1 1 was in mustrie. Heich L w G zotte p rt I, puges 593 ff your 1938	83	

mentioned in the submitted minutes of the

postdiscussion cottings has ever been cerried out, otherwise the Ost-Verbindungsstelle would under il circumstances have do it with it." 89

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	2104		

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Affid vit Dr. 'illib icc PASSARGE, The Chemic-Ost GnEb had been set up as a more cosulting office. It noted in its advisory copacity only in a very few c ses of decided-ly secondary importance. "The C ...is-Ost in no way ever noted either as a Trustee Company (Lin guesant or construction of chamical plant in Russia) or requested permission for such ofivity."

all accurants cent ined in this document back the herewith certified to be true one work the corios of those documents which were subsitted to the tribunel.

Nuernberg, 3 Leron 1948

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br.A.Ra.RT P.TH

I, Sugnither SCHTLIER, Weithheim E.d.B., born on 24 April 1934 in Leipzig an ewere of the fact that I make myself liable to punishment if I make a fulse affidavit. I declare under outh that my statement is true and was made in order to be submitted as evidence to the Military Fribunal in the Palace of Justice, Muernberg.

At the beginning of 1929 I envered the Department Pitrogen for Technical Purposes of the I.G. Farbenindustrie
Autiengesellschaft in Berlin. In full of the same year Herr
Dr. ILENER transfered he to the plant I.G. Berlin MW 7
which was managed by him. From the end of 1929 to the
beginning of 1936 I was unployed as Office Onlor of the
Committee for Commercial Question E.A. Buero, as Chief of
Secretariat II and as person I assistant of Dr. ILETER.
In 1934 I was made a Proxumist.

whether a would like to come to Vienne and work under him with the anilin-Chemia. The position of Herr ROTH, who was a Jew, had at that time become difficult. The Corner Lutho-bitles demanded acre and fore pronouncedly that the Height German companies amound not any longer ampley Jows in their foreign agencies and associatly not in londing positions. On the supplestion of Mr. Tubban, and within the T.G. Berlin NW 7 and appeal lixed among others on Australian Schemester-Europe, Dr. ILCNES, consented to my being sunt to Vienne back up Herr ROTH, who was the same or or the Anilin-Chemie in Vienne. In these years Dr. ILCNES - according to My recollections he was not in Justri. From 1933 to May 1938 - minself did not the much interest in Austria and South-oust Europe.

Before my doporture to vienns I visited the Office AMPPLER which instituted the demand that all Jewish employees were to be fired. I declared that I was consissioned to check on the spot whether and in now for the wishes of the Office MEPPLER pould be reparted. The internal order of the I.G., however, was to the purport that the discharge of non-tryans was to be prevented as for as possible or at least to be postponed.

After a first short instruction trip to mustric during which herr ROTH presented me to several companies he was arrested in Budopest to the I moved over to Vienne in a hurry and became a member of the mullin-Chamle's Verweitungsrat. My further duties were to represent herr ROTH in his functions as 70fl confidential egents for mustric, exaches lovakia, Hungary Roumania, and Tugosi via and to continue Herr ROTH's discussions on several current industrial projects.

This comprised mainly the discussion concerning the acquishion of a particle atom in the Ekoda-Vetzler horke A.G., Vienne.

Until the Anscaluss (1 1ch 1936) not a single non-Aryan in the I.C. organization in Austria or the Balkans was disensibled, with the exception of norr NOTH, who in 1937 in Autual Greenent with the I.C. From and not return to his position after he had been released from treat in Budapest, Towards the released moes of the Office Kapplar we gain and again brought forth the createst to the could not discharge non-Aryans without encangoring our current business in Austria and in the Balkans. As a result of special pressure exerted by the Office Kapplar on Austrian National Socialist.,
Herr Karl Otto Schiller, the only one who was employed.
But the leading position requested, was not granted him by the I.C. Firben. The consequence of these delaying thatics of I.C. Firben was

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1. That I few weeks ofter the Anschluss which had not been expected by us two Nation 1 39ciclist commissors were appointed to the Anilin-Chemie and to the other firms of the I.G. F. rben Konzern in Austria (one of their was the above mentioned Karl Otto SCHILLER).

2. That from the Anscaluss, because of the then valid official decrees, we were no longer able to compensate the non-Aryon caployees in such a major as was the usage of the I. G.P rben.

already years before my transfer to Vienna the idea of the purchise of the Skoda-Herke Tetzlor and again and again been suggested to the I.G. Parbon by Horr ROTH. The I.G. Farbon took no great interest in this transaction as it was but a small, not too provit blo plant compared with the end cities of I.G. F room. The rel tions of I.G. F-room to the Genereldirector of the Scou - oree Gottler, Horr Polhack, word clso very friendly. Horr POLL CX reportedly expressed the opinion to me to t he wented to hand over his inneritance meening the SAW - to I.G. Farben, Mithin I.G. Firbon eventurlly Horr ROTE's constantly rope tod opinion that the m Jority which was held by the Creditenstell could some day be headed over to some foreign group, u.g. the Aussiger Verein, became predomin at. Besides in this respect great import now was also attached to the possibility that the successor of the being Herr POLLAC, would adopt a different ttitude tow rds the I.C.

AS TOP S I SEE remember the negotiations were given a new stimulus by Herr ROTH's tempor by presence in Vienna after he had been released from arrest in 1937. The visit of Herr WEBLE-ANDREAR and Dr. BURL in Vienna was also connected herewith. How for the purchase negotiations and proceeded can be test seen from the fact that I.G. Person in agreement with the Skede-Werke Wetaler and the ordditenstalt sent Herr DEWCKER, the chief of its Central accounting Office.

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to Vienne, where, based on an exact insight into the commorcial conditions, of the plant given to him, he submitted at the report of the enterprise as dita for its valuetion. But the negotiations were rendered difficult by the desastic state of affirs in mustria. I remember that the mustrian government, which was recruited from the circles of the anti-Gerain PathorlandFront' opposed Gerain influence in matrian industry - and that would have been the result of i.G. Farbon's participation in the Side.

Before I m de this iffid vit, Prosceution Dock. Ext. 1000, NI 7358, letter of Herr POLL CK to Herr Dr. BURL, dited 5 Junu my 1936, was shown to do. The romark in the first sentence in the third p mar pa has a lied back to my memory, to t the objections to the said of the total stock of the ENW hold by the Gredit ast it were uitle tely based on the bove mentioned political conception of the incumbent mustri a everywhat. The difficulties field from this situation brought about that a the time of the maschluss the purer se negotiations were still not completed, but that they was not mar from their form we conclusion. This our ire dy be seen from the first that there believes in Vienn .

Immediately from the inschluss Herr Controlairektor

FOLL CK phonod me and isked to be to over his position

s man ger of the SWN recording to our negotiations during the

lat years, with the consent of the responsible men of I.

c. From I fulfilled his wisness from first on instruc
tion of I.C. From, having outsided the consent of Herr

Gener Idirektor JOHAN of the creditenst it Vienns.

Nuornberg, 31 October 1947

signed: Guentner SCHILLER

The above sign ture of Herr GUENTHER SCHILLER, Leinheim A.d.B., Fraudenbergstrusse 40, Afrixed before he today is hereby certified and attention by me.

Nuernburg, 31 Votobur 1947

signed: Dr. NATH httorney- t-icw.

AFFIDAVIT.

I, "Iter Buffilsesager, at present Nuernberg, Palace of Justice, born on 4 August 1899 in Vienna, an aware of the fact that I make myself liable to punishment if I make a false affidavit, I declare under outh that my st temport is true and was made in order to be submitted as evidence to the filtery fribunch in the Palace of Justice, Nuesnberg,

Reich, i.s. in the second man of april 1930 I become a state consist of the abstract private imputing. My outy was to see to it that industry could with the ic. at interference fulfil its thems in the apirit of one new poternment. To my duties especially belonged the populations to the low-ding positions in industry, and less certain cases the granting of exception I purilished to the operate concerning the Limitation to Grant Industrial Enterprises and plants in agents of 19 Heren 1936.

In the first wooks ofter the meetings the Oesterreichische Creditenstalt Vienne line most other enterprises in Austric might have set with certain difficulties.

These difficulties can only have been of a tempor by mature and at all events had no consequences for the company. On one one hand I own my information so my activity as a state commissor and on the other hand to my membership in the autisiants of the Credit nature into which I was elected towards the end of 1936 or in the bouldmine of 1939.

Although Herr John's was no longer bandraldirector of the Creditanstalt after the anschiuse, he remained a Verstand member with equal rights until 1945; with the exception of a short activity of Dr. FISCHBOECK the braditanstalt had no Generaldirector or chairman of the Verstand, but only a Verstand special in the person of herr birector EUZZI nuring that period. Within the Verstand Herr John's always head an independent position commensurate with his aspecial abilities as businesseen.

Although Herr JOHALI was again and again attacked by carelos of the Creditanetalt's employees and by the SD these attacks were not injurious to his person or to his position because I shielded him against them.

The Credit estable possessed extensive participations in industry and had more the character of a modding benk than that
of a commercial bank. It was the aim of State Industry
Control to

Document No. 11 ILGNER

devolop the Greditanstalt into : 1, rgo commercial bank for the Southerst. The Vorstand, including Earr JO.EM, had no objection to this plan, but quite comprehensibly clung to the industrial participations as far as possible. To u certain extent I supported this policy because as far as possible I only was in fuver of a sale of the Ordditanstally industrial participations to period of the whom or pit I would have account to a sufficient extent in Austria.

I neither know whether in the case of I.C. Forben's purchase of the Sked - estator as respressure was brought to be real the Credit ast at nor been I reason to espand this. Also during my estavity as sufstantar the or the Credit ast it is to stimered no such complaint of the Credit ast it's Verstand. Fund containly no objections of the St. of Industry Control in Austria alisted as to the purchase of plants on the self planted by I.C. Forben, as on the control is expected. That I.C. Forben was not considered as a fitting I Societist enterprise is shown by the fact that it commissions were appointed to the Austrian plants of I.C. Forben.

Referring to Herr JOHAN's st. testent, the t

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in the sele he was obliged to eccept German paper carrency inste d of matrice Gold currency, it must be seld, that it that time Herr JOHAM cert inly ild not value the Mark less than the Schilling... loss on the part of the Creditant It in the purchase price must be ve finally appeared in the belonce accounts semanow; busides the Verstand would be ve unquestionably given all so its complaints to me during my 1 ter activity in the Credit metalt's pursuant which did not occur.

Nuernberg, 5 November 1947

signud: WAFTE RAFELSHIMMER

The boxs sign ture of Herr's lter H.FELSHINGER, Muornberg, Fil so of Justice, Friend before he today is hereby contified and stooted by Me.

Nuoraberg, 5 November 1947

signed: Dr. . . Iter B.CHD! (.ssist nt Counsel).

Louisnt Book 9 ILG IR Locusant Bo. 1 Gottinogu

LEFID VIT.

- I, Iter R. FMESB RGAR, Di 1. I...., charist, born on A court 1899 in Via at, a present court prison sucrebers, have been only sorned that I shall make myself in the to punsiblent if I live false affidevit. I feel round to the that my statement is true and was not to be submitted as evidence before Military Tribunel ... If in the Palice of Sustice Emernbers, Garmany.

 The affidevit of Er. J set OH.M. Lee. No. MI-10998 Presecution whilst Me.1067, Dec. Book 52, and 18h text p.44, as presented to be, but lementing my st tenents in the fridayit for the Lefendeut Br. ILEER in the I.G. Park a trial, I c a testify a fellows:
- 1.) To the reark on P go 2 of the original: "to hed no ru son wh tsesver to exchange the re I value which this represented, including the reserves, against ustrien schillings, which would then down boom topt more or luss out of circul tioner This comprises the situation prior to 1938. The Great the nate it was attailly here a holding back, corried on only a limited to pastio b ak business, and h d rol the ly few foreign interests. Following 1938 this situ tion of the preditenstric on need consifor bly. It was sun osad to become the organist our wrei I bak of Vic a for the South-2 st. The Vorst ad of the Creditionst It occupietaly ground to this "l'o, no le. Joh. in p rticul r n d en acconsive in successful ctivity in the bouth- at in the following yours. Difficulties with regard to invostments of capital were encountered after 1938 on much s. Her sole to a burero, -ne at the time the Or bit not it also ach reserves of sufficient proortions.

Document Book IX ILGUER Document . c. 1 Garris conc

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1- 41

- 2.) To the rom rk: "Following Garming's ennexation of mastri in March 1938, an entiroly new situ tion rose for the enterprise for this recess that its fate was no more actical by the will of the proprietor but by the will of the state-controlled secnomic and general the enterprises and their owners, thus last the Credit net it, were no more from to it we decisions in this respect but bound by orders and recommend tions given by sechemic dvisors of the Pity and the government.":
 - Even fiter 1938, the fate of the enterprise was coolded not by the government lone but less by the Versting of the Graditenst lt, which mostly endersed the plans recommend by government no P rty advisors, with whom it is a very go a relations, so that these divisors either the most or ob adened their plans in grament with the Versting. I was one of these divisors, nother the was FI: Charles.
- 3.) To the rearks (P go 3 of the original) " fter 1 pag of loost 10 years I o n no longer roo li in dot 11 how p reloub rly in the c so of Skod - otzler pressure as prought to be r agen the Breditenst it in traur to brank its op esition.": In view of the importance of the shed - totaler sh res, gor saud by JOHot, so would cart inly be cole to recell four 10 years if my ressure and been exerted. Thus he was ble to releasour fats perthining to the class of the "Continent I Salpping". I to not remarker nything to on t effect sitner. Neither Cid 1 he r my complaines or this, but on the star and ecuploints from To because perticip tions were coded to the Reichsworks. It is possible cart Girlio exerted prossur with respect to the Roleismarks, but ourt fully not with respect to the T.C. orbon. This was not rug reed is : Ntion, I bodi list enterprise. . withor & s any such pressure exerted by ... s for er St to Conliss r in priv to incustry.

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(sege 3 of original)

- 4.) To the reark (Page 3 of original): "Increasing the Verst-no of the bank Dr. Rudelf P.EIS ER, who had up till then held a modest position, was appointed another due to his Firty offili tions, and he indeed tely took over the megati tions opnourning blook—letzler and finally concluded the sale." Dr. PFEIFFER did certainly not get this position without the vote of the Verstind, in which Dr. Johli lise tick part. That would have been completely impossible as inconsistent with the organization of the Creditonstalt. Dr. PFEIFFER never held any strong position in the Verstind, no was considered to be a very unimportant person who had get into the Verstind to the wish of the flotory stoff.
- 5.) To the rear re (Pogo 4 of crisin 1): "that car factual disinglimation towards parting with this valuable a jurity has even increased is self-evident. New we and to recent not won our on gold-b sind comey, -ustri n so illi s, but Ger. n loions rits, a paper currency. But under the proviling circustiness the will of the ustrice Graditanst It ws old incted." Dr. JOHA a ra narra oly experienced banking expert cortainly make that under the conditions of those thes the difference between German Roices mrks and autrica scallings could not be approssed a being that between popor currency and gold currency. Certoinly, he loc know that at that he time sould co much here with the Germa "p per a rk" than with the mastrion 'golf schilling". For this recson proctical business considerations prompting on up asing attitude towards selling of the stok did certainly not increase. Probably of the tile these consider tions were less . rked then before even as for a JUHL is concerned. mere he views events of 1938 from the appeal of 1945.

Document Sc. 1 Garrises

(prge 4 of original)

6.) To the reark (p-go 4 of original): The Creditenstalt did not succeed in realizing its wisnes when the participation is a to be caded about 6 months later. so that the Crediterst It winteined that this transaction had been detrimental also to its material interests, and for this reason filed the ol in for nullifies tion and rostitution with the Ministry for Socuring of Friporty and Bouncaio Planning, innedistely following the liberation of ustric.": I do not know the conditions connected with the sale of the Sked - etzler stock. But I in convinced that they were not an verable. JOHAN or other members of the Vorst nd : the Gredit not it would cort inly h ve teld he so it tor, in view of the confidenteil relationship preveiling between us - I was for a long time a member of the disichter t in the Executive Scirittue without by cocreion, but r ther at the wish of the Verst ad! I never he rd ony such compliant. In senclusion I may be allowed yet to point but in connection with the coursion lleged in Juale's offid wit that it would brealy hove been possible to exert ony pros ure wishout my knowledge. But this cid not take pl co. The I.G. Surben could not themselves exert my pressure without our imowing it. Mathing to t is effect reached our ears ofther, Weltner is it further known to no that any prossure who tsoover by political occurrie or Party moons was exerted in the sale of the o ode-Wetzlor stock by my other office.

I have corofully roud through this affid wit consisting of four pages and signed it with my own hand, have sude and initialed the necessary corrections.

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(page 5 of original)

I hereby declars under both that the facts stated by no in this affid wit are the full truth to the best of my knowledge and belief.

Nuornberg, 27 J nuory 1948

(signed) matter RaffelsBERG....

The foregoing signature of Merr Coltur R.F.LSBERGER is hereby certified by no. Dr. nelleut DUMER, issistant to the defense counsel for the defendant Cottingue.

Nuernborg, 27 J nurry 1948.

(signed) Dr. holnet DUERR

Document Book IX ILGNER Document No. 2 Waffineau

WFID-VIT.

I, Prod reinrich Discret, born in 14 October 1890, of evengelical frith, herehort, residing at arenberg 1.Ts., Guitastr see 16, have been duly warned that I make mys. If liable to punish ant if I give a files affidavit, I deal re under outh that my statement is true and was and to be submitted a evidence before Military Tribunal of I in the Filese of Jestica, hearthers, Gorman.

- 1) . s on operational conter the sale of enecicals in ustrie and the ecuntries of South-B storm Europe the i.G. orbenindustric tiongosellsohoft us.d tho -nilinenanie ... G. in Vienne, in which the I.G. Frben was c predominent pertour. Co-portner in 'ad Carocter of to milincharle ws a corzi lret bilbold was in Viona, who he business at person I econoctions with the powder plant Sk de erk etzler .G. one, in sy spinion in ground with the Verst ne of this combine, trion to establish joint fin neigh or annotions butwoon the occupany of the L.G. Forben, because a procotion of the tecanion! - of industrial development of to mastrion charical industry was appeted as the result the roof. To was best of .y reclication from portionet drougent , the mostrien Creditonstalt in 1935 m c 35% particip tion in the pewder d nt sked write- etalor, no to the one of the year through invoking the right of upblom it had increased this precision up to 48 %.
- 2) In order to make it possible to give in eviluation of the financial situation of the powder plant okad.

 erke estaler ...G. its Vorstend at the beginning of 1936 the ince permission from the mustries Creditorstale to let me, a sutherized agent of the I.C.

 Forder, and that time chief of the central concentrations office, familiarize myself with the economic conditions through on

Dooment Book IX ILGUR Dooment Bo. 2 40 Theren

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suditing of accounts. For this purpose I went to Vienna in -oril 1935 and there discussed the accounts of the loweder plant Skedo forks attler A.G. until 31 December 1935, as they were presented to me, with Lentral Circkfor POL AN and MIGHT a DER, as well as these of the chemical plant a GMELIA, say U.B., Oc., which was 100 p owned by the Skedo forks. In a quite frank and abliging way all requested information was furnished by the two directors and the chief rescant at. I reported the result in my raditing accounts, in which I described the fin neight situation of the two ecopynies as accord.

3) Two negotictions concerning a or pital connection with the I.G. Ferbon cont in during the following time "nd lod the plenning of a more r by all participants if the two co. mies in ustrie. s in Decamber 1937 in on internal discussion of the I.G. Worken I was raked how highly I would astir to the stock of the powder print ind orko 'ctzler When Buch : plen Wes to be plessented, I mentioned smate of 150 5. In order to experie whether this estin to we still justified, It wis great to t I should once .are ... ot Zontr 1director Pollan in Vienne for discussion of the accounts. This mosting took place in worth 1938, one on this cae sion all requistor information was supplied with the sine rendinoss is before no the counts for 1936 and 1937 were presented with the necessity explan tions. I pray rod uditing reports les on these nactures. Then I had completed them in Vigare I was surprised by the rriv 1 of Goran troops in Justria.

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4) Through the canexation of austric the occurrie possiblifties of the country lineary of the country were entirely re-midelud, so that the development observed in the past was no longer - suitable stendord by which to judge correctly the value of the stock of the powder feetery Skede Worke otzler . G. In order to btein a new besis for mestimate and to ascortain at least the value of copital investments of the enterprise, the Doutsche Ravisions and Troub no- tiong pollson ft (Gornon aciting and Trustossip Job my was consissioned in March or april 1938 by the ustrian Creditonst It to propere on expert opinion. In this o stock-t king volue of 210 p was acceptained for the stick of the powder pl at skids dr'os atsler .. G. This orleul tion I duscribed s wrong, buccuse post rovenuos resulting from special dero ... its not been empitelized, withough it could no leagur be expected that these revenues would continue for the fundament transfer of the agreements from the Justrian Bucorel Government to the German woich Government, the suditing comp my was therefore requested to state once are their opinion on the question of voluntion, and this show did in r reject & tod 7 July 1938. In this report it was explained that in the stock-taking colculation the prespects of the future profitebleness of the enterprise had been left out of consideration, that the results of the plat would probably hove and it possible to pay in locate interest on soles price of oproxicately 200 %, but thet on the con r and the co-ordin tion of ricus with conditions in heigh Gorn a torritory would cluse a consider ble decline of profits, til st for the cur tion of a shorter or longer transition period, there was even every reason to expect production lisses in the Doginaing. The estin to of risks and on nees here to be considered, as it says it the and of the report, must therefore be left to the interested portios.

Document Book IN ILONER Document No. 2 Charles ale

(bage 4 of origin: 1)

5) I am convinced that the stock quotation of 180 % finally granted to the Lastrien Credit-natelt by the representative of the I.G. Ferben represents the nedium between my first operaisel of 150 % and the quotetion of 210 % computed by the trusteeship company in the voluntion radit. If in the evoluntion radit of the capitalization to which I rightly objected, pone had disreg rded the revenues at longer to be expected then r rate, of botheen 160 and 170 > would have been the result. Therefore, I in priv to discussions critizised the rate of 180 %, which was fin lly approved. os too high, e lling it too gener 1 concussion. It is also a fact that for stocks a oquired from other owners retes were generally fixed on a lower level. I tried to improve the situ tion for the L.G. Freen through entries designed to secure tex reductions, when the stock velue of the powder plant backs torke styler ...G. w s recuend through the cussion of the porticipation in the explasives plant Blu ou ... G., demanded by the army order not top remont (necroswiff .n. .t). However, I did not succeed in this, because the sutherities did not rollow by way of compatition. It w's not until the Release rk transposition of the belonges of the eastri n comp nies that it beene posside to tr w tox tion developing from the oplicable rules of well tion corough fixetion of night original stock.

CV

Creditenstalt. But my discussions with Zontr idirector FOLL a every time last the impression with no that he was very made a to secure the smallest than of the companies under his are general with the I.G. I remindestric attentionalisalisability, and that in this process he only tried to vaid coming under the control of General circular Philipp, who was chief of other companies in mustric and countries of south-Eistern Europe belonging to the sphere of interest of the I.G. Forben.

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I interpreted his wish to establish an ffiliction with the I.G. Ferben through his hope that this would bring about a participation in the development of the chemical industry of the world, and create greater willingness to invest capital in the madernization of his plants than he could expect under the central of a bank.

I have derefully read through each of the three pages of this sworn attracent and signed then with ryown hand, and I hereby deel re under a th that in this statement I have told the full truth to the best of my knowledge and belief.

Laverkusen-Beyor ork, 10 February 1948.

(signed) Frul meinrich DENOMER

Signed before to by Herr Paul heinrich Da. CHER is the person who he given the foregoing ffidovit.

(signed) Dr. Huge SCHRodd: ttorney-ut-Low no Defonse Counsel. DOCUMENTBOOK • 9 - 1 L G N E R DOCUMENT No. 136

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AFFIDIVIT

I, Dr. Ernst Hackhofer, residing in Volfsberg, Carinthia, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted as avidence to the Military Pribunal in the Palace of Justice, "Arnberg, Germany.

In order to make my statement clear, I must explain as follows: When in Merch of 1938 the Rederal state of Anstria was incorporated into the German Reich, only the beginning of a large-scale chemical industry in the manner of the type of large industrial states to be found in the wast were present. One of the best managed Austrian enterprises was the Carbid-Werke Deutsch-Metrei A.G. with the Continental Company for applied Electricity which it controlled, and which belonged to the Konzern of the I.G. Ferben via the Dynamit-Nobel A.C. Pressburg. It is understandable considering the extraordinary business prescience of the I.G. Farben Vorstand, that the attempt was made to secure still other enterprises suitable for the manufacturing program of I.G. Parben, such as the powder factory Skoda-Jerke - Wetzlar A.J. After laborious negotiations and by paying a very high price under those conditions for the economically poorly endowed munitions factory Skodawerke-Wetzler A.G. I.G.Farben succeeded in acquiring the shares of this enterprise from the Creditanstolt-Tiener Benkvarein A.G. and these negotiations were carried out on a purely private economic basis in a friendly manner, without the application of any sort of pressure. With the Carbidwerke Deutsch-Watrei A.G and the powder factory, which were about equal in their importance, I.F. Farban thus controlled approximately 20-25% of the chemical industry of Austria.

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In the work of constituction which now began and in the merger and/or amalgreation of the two companies in a new company, the Donauchemie A.G. in which I co-operated I met Herr Dr. Illmar for the first time in the middle of Way, 1938 in Vienne, and from the very first I genuinely admired the tactful way in which he fully respected the A strian peculiarity and mentality. From the very beginning it was due to Dr. Ilgner that by his energetic attitude and by his exhaustive negotiations the commisseriet imposed upon the Viennese enterprises of I.G. Forban by the political of ices of the Party was again ravoked. For his it was a latter of course that the new enterprise was first and foremost supposed to serve Austrian interests. On the other hand, it sas a testimony to Ilgner's generous attitude that he wanted to see the Donruchenie A.G. incorporated into the economy of the southeast area in edition to that, which can be seen from the fact that he was the constant champion of the idea that I.G.Porban should retain only approxiertely 45% of the shares of Bonnuchemie .. G. while a troxim tely 55% should be introduced on the stockexchanges of the Southenst countries after completion of the expansion of the plants. That he was moved by this attitude to exert all his influence toward expl mding the Don-uchemie ..G. bd to enlist the help of the I.G.Forben plants for this expension, I know from the purerous discussions which I attended. If it was 'now on the one hand his goal to build up a domestic large-scale osemic-1 industry in Austria, on the other hand he laid special stress on the fact that this should be anniged in the Austrien manner and should be in keeping with the peculi rities of the country. It was thus in 'coordance with this policy that Ilgner rejected the sunagement of the enterprise on the part of Germany proper and saw to it that it was firmly est-blished in Vienna. Along the some lines is the assumption of contact with -11 leading circles of the Austrian aconomy and also the appointment of Austrian people as members of the Aufsichtsrat and Vorstand.

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This attitude becomes especially clear by the appointment of the Austrian Excellenz Richard Riedl as chairman of the Aufsichtsrat of the compony, which was primarily the work of Ilgner. He was bound to Exc. Riedl by genuine friendship and admiration: therefore, he did everything to see that his views with regard to Austrian interests within I.G.F rban were accepted, On the other hand I often had the opportunity of heering from Riedl himself words of the most open esteem of Ilgner's oh recter. It was therefore no accident, and it was in eccordance with Exc. Riedl's concept, that Ilgner was chosen his successor is carizmen of the Aufsightsret of Don-uchamia A.G. and horeover became to a certain extent his spiritual heir in economic problems abroad of Austria and Southeast Surope, This appointment of Ilener was also thoroughy in accordance with the attitude of the I.J.Friban Vorstand which had already agreed to it because financial questions of Don-wohemie A.G. were at that time in the foreground and Ilgner was the best mon for their solution. In conclusion, I state that I.G.Farben as a whole, but especially Dr. Ilener and Dr. Kübne, pursued a policy of creating a genuinely domestic Austrian chimic 1 industry in the erection of Don-webemie A.G. Fot only the initial large-somle expansion of the plants but also the plan originating with Ilgner of creating a research liboratory which should handle problems of Don-uchemia and of the Southeest, prove this oldim. In this conjection, the pl ns for development were drawn up completely independently of the Four Year Plan the corrying out of which we not taken into consideration either in the founding or in planning the expansion of Don-uchemie. I likewise state that Dr. Ilgner, as well as his collengues in I.G.Farben, who devoted themsalves especially to the Austrian and Southeast problems of the I.G.Forban business, lat themselves be guiled solely and exclusively by fair economic and business considerations in all their actions in Austria as well as in the Southeast countries

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and in these considerations the interests of Austria and the Southeast countries received the dame regard as the Reich German interests of I.G.Ferben. Wolfsberg, 27 January 1948.

(signed) Dr. Ernst Hocknofer

Doc. Rag. 2125/1948

I hereby certify that the signature of Herr Doctor Ernst Hackhofer, estate owner in Wolfsberg, Carinthia to be found on the above statement, is genuine. Wolfsberg, on the twenty-seventh of January, Onethousand nine hundred and forty-sight.

Fee and Turnovar T'x 7.50 S Strmp 2 S

(signed) Dr. Gerhard Wovak Notary public Page 24 of original

I.G. FARBENINDUSTRIE AKTIENGESEL SCHAFT

BITTIRFELD Bitterfeld 11 November 1927

I.G.Farbanindustrie (ktiengesellschaft

Directorate

Ludwishrion /Rhein

Strictly confidential:

I have received your latter of the 7th of this conth and I beg to inform you with reference to the discussion with Herr Birector Scebohn that I have contacted Herr Dr. W u h n e in the Skodi- Jotsler motter. The time intended for our talp for the inspection of the plents of the Dyn mit-Hobel-Monsern in Austric and Jugoslavir is "irandy extracely limited, so that we bolieve that it is not possible to visit the plants of Skod - Tetalor dspecially if we do not arrive in Vienna until the 16th of Movember. Besides this, I am to take part in a session of the sufsichters of the Versinigte Aluminium Werke A.G. in Bullin on the 25th of November.

During the meetings in Frenkfurt I -lso heard that Herr Gehelmrat Dr. S c h m i t z had m visit from Herr P o ila k . of Skode- etaler a month ago, upon which accesion Herr P a 1 1 - k recommended an extensive support of Skode-Wetzler. If we now make on inspection of the plants.

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I.G.Forbenindustrie Aktiengesellschaft Bitterfild

page 2 of letter of 11 November 27

we believe that perhaps too radical informaces may be drawn by Skoda- etaler from this visit.

We will speak with Horr Kommersialrat R a t h in Vienna and inform his to that effect. It would perhaps be best if we once notin discussed the question with Herr R a t h upon this accession, as to whether it would be correct for us to pay the leading men of Skode-Wetzler, in this case Herr P o 1 1 % h , a visit and to discuss matters with him controlly. As would then see whether it is suitable for us to inspect one or another of the plants of Skole-Letzler.

I hope that you are in "greenent with this and would be grateful to you if, in the event that you are in accordance with my views, you would inform Him Konnersialing R of h to that effect. If novertheless for special reasons you would be in fever of inspecting the plants of Skode-Wetzler in any case, I would by very grateful to you for an intedicte notification to Bitterfold.

Fr./Schb. (signed) Tr. Pistor

DOCUMENTBOOK 9 - I L G 7 E R DOCUMENT No. 138

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Inspection in the pariod of 15 to 23 November 1927

Fowder frotory Skodowerke Wetzler A.G. in Vianne plants et Moosbierbrum-Heiliseneich mear Tulin.

Lower - Austrig.

At the request of the centlement in charge of business matters, the factories beloning to the powder fortory Sked-Wetzler in mossbierboun were inspected.

Dero, too, an old powder plant was and a useful for the production of newly chemicals, and we gined a thoroughly good technical impression of the arrangements. The company also has a seall plant at its disposal for the production of heavy encaleds in the Chemische Fabrik Wreeman, Seybel & Co. A.G. in Liesing near Vienna.

nascontion with I.G. Furbon suggested by Herr Director Polick. The costs of production under the conditions existing in Austria are such that the frecory is able to exist only by virtue of the high import thriffs .

In mossbiarbour, which we visited recomp mied by Herrand Englishmen, we saw the following plants:

1. Eydrochloric sulphate. roduction: 5,000 kg. sulphate deily, Laverkasener furnace.

2. Sodium sulphida. smill ol nt, set up by Z hn.

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 Chrome alum. Production, approx.70-100 tons per month. Sale through Ludwigshafen.

Row material: Ferrous chrome 75% with 6% iron. The meterial is ground, dissolved by sulphuric acid, the iron sulphate removed, and the chrome alum in the 42-45°. Be strong by put into land-lined boxes for cryst-lization, after 3 makes 3,000 kg, of non-forms chrome alum is acquired per box.

4. Invert a lpstar.

In a large bay formarly used for munitions, the production of invert a lipster is being undertaken: the medium nitrate for this purpose is supplied by Ludwigshafen.

In a adjoining bey, <u>eluminium sulphate</u> is being produced from elay importan from Giulini with our own sulphuric acid: mutual arrangements with Giulini,

In addition there is acquireturing of crystalling sode.

5. Sulphuric acid.

In rooms nowly eracted there is a large sulphuric need plant with 2 chambers, althogether 10,000 cubic maters of space, which has a daily production of 100 tons of the mbar acid at a production cost of RM 4.10 without anortization.

5. Besides the sulphuric acid plant there is likewise a newly erected fortilizer factory for 20 tons P_2O_5 = 120 tons super phosphate per day, here the cost for a kilo P_2O_5 is 56 - 57 Groschen = 35 Pfennig. The gentlementalized they have an anomicantage in this fectory by utilization of the cheaper night- Pabor.

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7. For the rist, there is sails relatively large but bally arranged acquirecting process for the reduction of starch from potatoes. The profit here is pends essent! Thy upon the good quality and so son larges of the potatoes.

Herr Follow is intertaining the idea of setting up a large sugar f ctory.

Additional products, a. g. Potassius farrocyanide qui a monium sulphate, are produced by the Chamische Fork Engename, Sevbel L Co. . G. which belongs to Skole-Wattsler, the Links of at mone Victor.

Basides this, Shot -entaler own in explosives plant in Blunca, near Viscom, were approximately 60% of the explosives and in emergic is produced, while the rest is supplied by Equilit N.S. Pobli.

The resin-synthetic rust, fretory likewise belonging to Skodr-Vettler rus out inspected; according to the perform's state outs, it has of no importance.

Fore Thillips, with whom we spoke about the possibility of a closer connection math Skode- utalor, also showed no inter at in such as arrangement.

Bitterfeld, 25 Nov. ablr 1927

0

I.G. FAREENINDUST. IE AKTIENGESELLSCHAFT

LEVERNUSEN, 29 November 1927

Leverkusen near Calogne/Rhine Dr. Re/Rl.

Inspection visit to the Skoda Merke Wetzlar R.G. Moosbierbaum Factory.

Ludwigshafen and Grieshein requested that this visit should take place, as we and the Shoda-Netzlar company were already negotiating sales agreements, and because we wanted to examine whether a closer association with the Shoda-Plants would be advisable.

The Moosbierboum Factory, which covers a large area because their extensive manufacturing workshops for explosives have also been alosed down, accompas, this all the other
factories producing explosives, to continue its operations
by expanding the remaining manufacturing program, and by producing new articles.

The plants and workshops which we visited impressed us being in very good condition; it appears, nowever, that their equipment is rather postly considering their negligible production program, and that their sures only convenies a compensate returns because of the currently effective tariff system in Austria.

They have the following equipment; one single sulphate furnace, one single sodium sulphite furnace, one installation for potash-mitrate production by a conversion process from cooking salt and sodium nitrite, a sodium-crystal factory for manufacturing crystal sodium from sodium calcines, and a factory for producing sulphuric scatate, as well as the production of amonium clorides and of Claubor solt.

We inspected a very well equipped superprospete plant and a sulphuric soid chamber-installation with a chamber capacity of 10,000 subic motors, as well as a chrone alum plant, which has an absurd production potential of approximately 340 tons of chrone ulum from Perrocarome and sulphuric acid. Furthermore, we saw a potato-staron plant on which we cannot give a valid account, because we are not specialized sufficiently in this flaid, which however appeared to be in very good condition. Fretory is neger is Lantreldirekter POLLAK; Er. MEURATH, chairman of the Aufsichterst, is the president of the credit institute valon has a considerable participation in this suspeny.

Director E. WERER-ANDREAE, Frankfurt/Hein D. otor P. HAEFLDGER, Frankfurt/Hein Linctor B. HANSER, Berlin.

12 Devember 1935

Skodawsra-Wetzler A.G. Powder Fletory, Vienna.

The acquisition of a quantity of Shod-Wetzler shores, aspecially then when there were signs that the combine when the constitue of expanding one consolidating the I.O. position in Austria and its neighboring countries the prodominant factor for a possible property trunsfer. Even now, this policy has not been fundamentally changed.

according to importation received from formerzialret Rott and Coneroldirector Philipp, Vionne, the Aussig-Solvey group is presently and evering to take an tiveint rest in the Sands-Wetzler combine. Of a total stock of the Skode-Fetzler coubing counting to 7 Millions austrian Schlilla s (divided into 200,000 shares at 35 Augurian Schillings) 46% were hold until recently by the Continental Gosellson It fuer Bank- and Industriowerto, Busic, and 35% were owned by the Costrolenische mreditenstalt (Austrian Cr. dit Institute). Bome weeks reo, when the "Continentale" has planned to sell its shires to Scode-Total r, quasic attempted to require this perticular quantity or shores vie the Solvay group. However, a sales greenant was not concluded, us the Gestereichische Groditensteit (Austrien Grodit Institute)

invoked its option and took over the shures which had been held by the 'Continentale" company, so that the Zreditenstalt now hids a total of26% of the Sion- etalar shares. As the Kreditenstelt dose not deal with industrial participations, it will now strangt to resell thase andres as soon as possible. Thus however, there Is still the danger that the aussig-Solvay group, watch is now the only serious contestent in the field according to our information, might include the Skode-wet2her combine in its sphere of incorposts. During recent years the Aussig Corporation has systematically bought up chemical factories in the Succession Countries (Nichfolgerst ten], which are included in the expensionist program, and which serve us industrial strong points. Up till now, the hussis Corporation does not have may such inquatrial atrong points in Austria; the Someta (Austria) factory for the production of chier to of pot at is only of secondary laportance.

In c.se the wast -Solvey group should adduire majority porticipation rights in the Sacac-Wotel r company, the following would have to be unticipated:

1.) Loss of a market for the I.G. F rben as far as the Exede* etalor combine is concurred, as most of the I.G. products are also manufactured by the mussic Corporation/ (mussinger Verein).

- 2.) toisting males ogressents between Scode-Setzler . and the I.U. will not be renewed/
- 3.) The Petal will be longer be permitted to sell shid -hetaler products in mustric and the Successor countries (Nachrolyustanton)

(Consission returns for 1934 approximately Swiss frames 27.000. - Counissions returns for 1935 including October approximately Swiss frames 24.000. -);

L.) The amblitomento company with no longer be paralled to soll Smidt-juzzli r products in austria and the Successor Countries (Y. carola astanton)

Commission roturns for 1934 approximately Swiss fr nes 25.000.-Commission roturns for 1935 incharing September -paroximately Swiss frances 14.000.---)901

5. . loss which comput be computed attitudely is to to be expected when the sale of Skodu-Vetzlar products will not be porditted any longer.

policeing these cart fiscats of our soles, we would be vo to contend corsolves with a reduction in the heat of a products to the sole by our soles organization, which is turn sould result in under during and sectioning our currently person soles position for heavy charles in [Someorehealization] and fertilizers, but in sustricing the Successor Countries (Notablesteeten). If the I.G. could obtain a decisive participation in the Sked -Netzlar coulding that concern right become a valuable jumping off point for expanding our business in austric and the Danube countries. Thus, the following possibilities would arise:

- 1.) to manufacture such products in a plant situated in mastria, which have been deleted from the L.G. custimor-list, or which will be deleted, because of freight, teriff, and commercial-political consider trong reg ring the supplies for mastriand the Subcassor Countries (Nachalaust ton);
- to tr nefer to I.G. silve organizations the sale of Salda-Letzler products, which has been handled by ther firm up till now;
- 3.) to impose a considerable out on Skome-Notelor transction 1 expenditures by reduced populate 1 bank interests, by streadining sales procedures, and by cutting down backsupersisory agencies.

Purthernore, there is a possibility that the conjunial association between Dynamic-Mobel and Skoda-Wotzlar would be alsoupted, if the massing group takes over a particle tion in the Skoda- otzlar combine. The association between the Dynamic-Mobel concern and the Skoda- otz-lar combine including its subsidiary companies covers the colline including its subsidiary companies covers

1.) By its pricipation in the Occapitalisation ginetiuon er-, Senworelscoure- and Chambers P brik(matri m Pertilizor, Sulpairic Acid, nd Chemical Factory) A.G. Waran, the Dynamit-Motel Consern, as well as the Saeda-Wetzler combine, is a supplier of sulpairic acid and super-phosphates for Austric;

2.) Dynamit-Nobel and Skoda-Vetzler are jointly interested in becaming the sole manufacturers in the austrian paydor business by their participation in; Enzelsfeld Metal Factories A.G. (Dynamit-Nobel) and the factory for explosives have unktlemensell—senat (Skod -Vetzler).

Thus, if the Aussig-Solvay group should equire a majority gruicip tion in the Shadd-Metzler combine, the chemicals and mitrae of groups would be predominently of her tod, whilst the Matrich Dun mit-Mobel concern would not be hit at hird. However, it commut be added as yet whether a strongthening of the musnig position in matric if nt his even have a metriment i effect on the type business. There is a content to plan to construct a nitrogen minur charing plant in mostric hight be dwinged.

However, there is a possibility to addire the right afpreciation for the purchase of these shares by paying Austrian Schillings 140.000.-, the equivalent of the of the total stack, which have would preside a site of the shares wheel by the gradit nate it to the austral strong wheely

Kindly inform us whether you would support our proport to equire the right of presuption under the G.V. Hentioned conditions.

Hell Eitler!

1.G. FARENT DUSTRIZ ANTIENCESELLSCH.FT.

Corpor copy for: Genelarat Dr. H. SCHITZ, porlin, Gen. Dir. T. HUELLER, Projedorf.

Enclosures referred to:

- 2) Eusliness description of the Powder F ctury Swedtwerks- attior ... G. Visan , and the Comporn plants
- 2) List of the products a muf clured by the Shoditetrier scaline compared to those of the Dyn Mit-Habel-Concern and the I.C. Frien.
-] Bre 1-40 on f blance top unto.

seni/hi

Skid worke-Metzler ...G.

Correspondence Section I.

miscussion with the T.C. Berlin

10 January 1936

.ttend nos List:

Geheinret Dr. SCH ITZ
Director Dr. ILGNER (pertly)
Director MESER-ANDREAM
Elrector Dr. OSTER
Director Dr. OSTER
Director Dr. JACOBI
Dr. FAM.
Director Dr. KRUEGER
Monierzialrat ROTH
SCHILLER

by the flot to the Aussig-Solvy group as then up direct negativities with the Conterplantation of Redditional Lt (Austrian Credit Institute) concerning the aquisities of a aquisities of a aquisity of Sandawerne-Netzlor a.C. shares amounting to a 56% of the trimes total stock, the Kama resolution of 19 December 1935, i.e. to secure presention rights for those shares, as became anticled. Consequently, the discussion revolved round the proposit, whether I.C. interests would werent to enter upon insend to direct negotiations recomming our buying the proposity rights from the Sali.

After lengthy discussions, the following summary was drifted in the presence of Genelar t SCHITTZ, which specified our position as follows:

The Nitroge-Syndicate (industri 1- and fertilizer nitrogen) is not inmediately inversated to effect the purch se. However, the directors would greatly welcome if the I.G. investig ted the natter, as

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this would it locat give the company a chance to enter into the field, or to influence the paraing nitrogen projects in anetri , thus he ding off a course which developed to our detriment in hungary.

he for the charicals, the reportedly mentioned view that the providing conditions in Justic do not justify a toming over, is still velid. However, it must be quite emphatically st that the transfer of the S. . Into the honds of hussio, which recently his consolidated its position in hungary, Yugash vi , and humanic, would be tentamount to severely job reizing our own position in hustric and in all the South-Bat European muntries aposition match to die not their without

The restricted for the last wir. Therefore, we support the proposed to stirt direct negoti thems under the committee that it less in excess of some 100,000 M; will be incurred, even if the funds to be relawe plus the interest payment thereof its included in the conductions. Herr DEMONER and Dr. NUMBER and or resident problem.

The Central Pinance Administration is of opinion to t it should be possible to obtain the necessary credits and li-

to how a define on the following cotto a course to be a stad:

Kararzi Irat ROTH sm 11 be authorized, in close cooperation ni conjointly with Generaldirector PHILIPP, to make an offer t to Destarelanisame Mremitanst. lt (Austri n Gredit Insoltute) I St 3:000.000 - for 86% of the total stock under the condition to to our represent tives an 11 have the right to udit the believe abouts and to inspect the various plants, in to t their investigations show . b. I meing or the debts I Lustri a Schillings 8.000.000.- by an apprint to credit so unt with the nustries bevermient; furtherwore, that a profitable apar them of the S. . with re some ore profit a rgin to gu r ateca. For the benefit of the public it is as as an aumgod to t the Dag Vienn: thous wher 60 mi the sin res, and the allinote to coursely the religions 40%. For our own purposes the L.O Viene, is to pay a tairs of the puromoting price, i.e. the activ ions of R. L. M. Doo. -. It will he vo to be loft to the proviling I as I conditions, unether opere is chine. If obtaining on uption for the incremed offer -1 .ustri a Sculllings. 3.00.000.-, or mother the wipr of the art re are until the Lavortin tions a ve been conblunk, r itera tively, wastner hereti tions concurring the ource ping price so sile be scurred upon introct very under the stings tion the time eventual significan it que puch a the investig time remits.

si nod: HOMER.

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I.G. PARENTHUSTRIE ALTIMONSELLSCHAFT FRANKFURT (ILIN) 20 SALES COMBINE CHARLES

DIRECTION DEPARTMENT LEVEL GUSEN 3 Pebruary 1936

P. E. EFLICER

Our file You: Dir.-Lbt. Gaes.

To Director Dr. H. MUZZER, Leverausen/Eh. To Director Dr. G PISTOR, Etterrela

Frankfurt/Duin 30 January 1936

Delir Siral

Subject: Powder plant Scode-Werke-Letzler H.G. Vienne.

At the sales managers conference, which took place on the doc sion of the left I.G. Firsen meeting in Bowin, it has been planned to equire the option to the block of Sko-di-atzler spares which are in the bands of the Destarrolencieshe Kreditanstalt which intended to sold them 17 the ownerson should arise since plants like the Sadde-letzler are not in keeping with its account certivity. We ancrease a servey of the Skode-letzler and regions you to return it to us after a ving studied it.

The cipital stock of the Skook-torde a counts to 7 mile. Justrian scalleings and ook thereof the in the almost of the cooks mentioned Obstarreschische Maraltanswith. Before we could carry out our negoti tions with a respect to the option, the Obstarreschische Krodit astalt entered into a les negotiations with the themself Solviy group concerning the Skodawerge. The realized that in option.

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in itself was not of great interest. Le must, however, prevent that a firm like Smodeworke-detzler is taken over by mussig and
thus is given a foothold for the
sale of charicula in German mustrie, missin
will not light itself to the present products of Smode-letzler, it will also start to
a mufficture such products as at present still
are imported by I.G. Parben, neither will
it be difficult for muspig to secure for itsalf teriff privileges which will destroy
our fifteen yours' hard work of building
up our ousiness there.

This consideration shall not be decisive for our plans, unless on the condition that an investigation provers the Sage plant to be close to sair supporting or at least showing a toler ble loss. We must be confident that we by transical make can bring bout inprovements in the Sage - jetz-ier manuf cturing program. Should it, nowever, prove to the Sage - which there is no reason to boll we since the firm was the to show a profit during the last few years - then we shall be computed to drop our interest in Skode-letzler. In the case we would, however, a ve the comfort of knowing to the firm was also seen to the same will be not be very successful althor.

Unfortunately we could not corry out our intention or receiving an option for 2 years because the Costerroischische Wraditenstalt urges the decision to be ande as quickly as possible.

This is connected with a nitrogen project for roughly 5.000 tons or nitrogen per engage which is desired by the government and would cost roughly 6 mill. Austrian shillings. 86% of the Skode-Werke stock likewise amounts to roughly 6 mill.

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Upon the invitation by the Tori, a discussion of the whole quession took place in Borkin on 10 inst. in which the following procedure was decided upon:

"Formerzicirit HOTH is atmorated conjointly with Generaldirector PathTPP vo .- wo on of .. r to the Desturraichische Brooit nec. it in the amount of 12 3.000,000 for able of the explicit stoom when the uncoret with t to our representation any added two the investigation shows that the dobts mounting to matri n smilling 1.000.000 ord hout beliaced by credits in Skota's fivor with the mustra a government in court the sile | went and to t profit blu operution of the Shods-we he with a mult yield is were uted. Externally one of the stock is to be taken over by the L.G. no AO. by the smillneholds. .etu.ily, however, the LO-Viena is to perchapate with about one third of the perchase price, 1,0, the equivalent of 1, 1,000,000, thether it will be possible, to be in with, to receiwo a option, jord os for bad increased mount of Justri a saillings 3,000,000, or wheelings it will be possione not to while the offer until one on the close were welcom paras, or amobair negotiabless about the pirc. se orico sacomo be entered ujun litedictely and final contrasion secure to which on only be settled on the apet .

continued the no obligations in which the mitro, on project as some to the cost in which the mitro, on project as some to the cost in order theorem. Learn ROW across that we might obtain operant income of the second the total Backs block of shares in the mitrogen project, which would, however, ten the bit operant the curt coffee the himse, dince of the share series when the put the cart coffee the himse, dince of the state of the criates that he should a rich to in one nitrogen project only if we required should should be the state of the colored to the transfer only if we required should should be taking the this reck.

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Even if this precedure should be adopted, we must succeed in first nevle, the entire plant thoroughly inspected. Herr MEBER-ADMEAL ask he to inform you of those events and to inquire whether you agree with our opinion and are willing once more to inspect—the Skoda-Marke closely—as you did once years ago. In the present, such a visit bould not yet take place otherwise Aussig Alght shell a rat.

by order of Horr H. IFLIGER, who is away.

(signed): SCHULZE

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Document No. 143

I.G. F.FEENINDUSTRIE ANTIRONSELLSCHAFT BITTERFELD

10 Fabruary 1936 or hep we may terminism

DIRECTION DEP.HT ENT LEVER.USEN 12 February 1936

Direktor P. H. ELFTGER, I.G. Ferbenindustrie / Ltionsesellsen ft

Frankfurt/Win 20

Subject: Powder plant Scode- orde atzler Vleme

Do r Horr Harringer,

I fully __roo with the st tenents and of in your report of 30 January and believe that in view of the threatening development, i.e. if the _untrie_ successor states possibly should be combined with the Bulkum countries to a joint geometric structure, the equisition of the Skod -lerke will become still more increating than it is in the dy at present from the sepects described by you. I understood your statement to mean that to octain with majori tions are both carried on at present because of the misrogen plant in matri. Indicate we shall be given, the option to the Skod - orde until those hope-tiltions have been completed.

I teres with you row rding a reported inspection and

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detailed examination of plant installations and from the espects established by you as absolutely necessary priorto a possible purchase of the plant. If such an inspection is undertained I would like to such est that Dr. BURGIN from the Betriebsgeneinschaft Mitteldeutschland particip to in it.
The relevant documents kindly forwarded to me are returned enclosed as requested by you.

Mit deutschen Gruss! (formal German Nazi elesare)

signed: G. PISTOR

-Enclosures-

Dr. MUSHUE Dir. Wiber-Ludhene Dr. Buengin

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I.G. L S V E H K U S E N 6 11 roh 1936 Direktion Dep rtuent

To Zontr Idirektor J. POLLICK, Powder plant Skodawerko Wetzler ...G. Vienno

De r Zuntr Idirektor,

I wish to thank you once more for mindly stowing me round in the plants of which you we in on rge fter h wing discussed the matter in I.G. Farben in the mention, I have that homeorical int north a course will succeed in bringing the matter to an ind a tirectory to all prices.

With kindost reg.rds your very truly

(algned): Dr. MUENNE

POWER PLANT SHODAMAKE-WETZLER A.G. GENERALDIRECTION

J. POLLAK, techn. engineer

Vienno I, Mantgusso.1, 9 Merch 1936

Direktion Deportment Laverkusen

11 11 ren 1936

To Dr. H. KUMENS, Esq.
Verst nd sember of the I.G. Firbenindustric Act. Gen.
Leverhusen - I.G. Nork

Duck Direktor,

Many thanks for your kind leteor of 6 indt. It was a very great placeure for me to show you our modest a number turing place and I was happy to hear that you aid not receive a tod impression.

Moreover, it give so a great joy to become acquainted with you more closely and it is my pleasant duty to inform you that "Proceedent NUX (or NUX)" thanked no very much for having introduced you to him.

Roping that we shall keep in touch in the future.

I be to remain, with my kindest regards yours very truly,

(signed): J.POLLall

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3 's 49 or oct is 1

Inspected to the Stold- like - attler A.G. Vianti.

Brisis for I.s. ...bar . Director Dr. Mahna.

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Diractor Dr. Star in, Bitterfold

.or erst ligt Loth, Viana.

The frequency operated applications of any action of the control of the Charles of Tenner of the control of Control of Control of the control

Line on the line Vistored a in the Vistalia of the justice of the line Vistored a in the Vistalia of the justice of the line to an use Inc Denote to then the last store of I to from the French v.

E were leaded that no wast, the difficulties or wait, It is and that subscil and is ownlinks in ample quantities. If the any walls only a few are in use which are sufficient

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for the requirements of the Fretory even if it is in full production, The water has a hardness of 20 degree, the subsoil level is said to be located approximately 6 a below the factory round. The factory was built originally as a powder plust and dovers an area of approximately 450 Torgon Structures in this area have been spread out as is custominy in thi case of podder plants. Stindard gauge tracks run in all directions of the terrain and one notices that everywhere old powder-and explosive buildings ar still strading. gound the "dministretion building pluster the individual plats which are asid for production today. The necess ry power is withor produced an a f ctory owned electric plant or is produced from the outside. "t is said that the price for electric current is error in toly 3 pf mais. For all the here mincioned fijures the rets of exchange is onload tod with 49 Pfonnis for 1 Schilling. The stoom boilers are heated with core brooms (Koksarus) which is symilable in 1 reer quantities from the Vienn Grs Works the rate of which is . 1.50 per ton, for local dolivery. The Factory is equipped with 3 sulphuric noid oh obor pirats . One of a to his been in use for 11 years and is operated with pyrite from Cyprus, the sulphur contents of which has a volue of 5 funnig. Six Humboldt furn cis of concity of B tons with a chimber volume of 10 000 com milow t production of 100 tons of 50 degree said. The cheaters were thoroughly regained in 1934 and are in a very good and call kept condition. In Edition there was 3 concentration any retus in order to produce 55 degree soid according to the Vetterlein system. The second ch mber iest 11-tion was installed a few years ago in a very large old power plant . It haver had been in use, is excellently constructed and in perfect condition, so that it is possible.

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to take up ctiml production may dry. It is equipped with 2 ultra modern 7 tier Burgi-furneces, with a capacity of 10 tons such and has an electric dust chamber with 7000 abm chamber volume. The Super phosphate plant is 'nnexed to the sulphuric and cheaper of older construction. Here 120 tons of super phosphote ore produced drily with 2 meet mie'l disintegration epparetus which likewise are provided with the most modern Krupa rutom tic belines and mixture eggiptent . The stock root has a coprelty of 30 000 tons. Wext domes the cluminium sulphate plant. From -lumin which is procured from Giulini, Brissto, at a price of approximately 2 45.00; twenty tons of sulphuric sluming in the form of = 14 and 16 degree product to manufactured. The equipment and lisposition of the plant is a very good one. Annexed to it is a plant for wonversion-selpator. In this plant 6 tons of petassium nitrate iro produced daily from modium sulphoto and potassius chloride. This plant works only sporadically and was not in production at the time of our visit, but on the whole takes a good impression, but comes the considering of bla ching parth. Forwarly benching part! was costly monifectured from a type of cl y, which was imported from dayaria. Herr Pollack found a type of clay in Austria, which is succlied for half the price, madely E 1.25 ter ton. In h 1 rgs and very efficiently equipped apparatus 10 tons of ble ching carth are a nufretured our day. Herr foll ok is specially proud to the is . bla to rehieve by way of a pro-treatment with a solution of sodium chlorids, removel of calcium saits which otherwise would use up hydrochloric moids.

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Irgo 51 of oxiginal

the necessary hydrochronic acid is produced in a sulphots pl no in mich 2 sulphots form des, stone both or which are complicity staiged according to the Leverhisen style of consumction. I recollect hat on the occasion of in inspection which took place mine years d to rai in which irolissor Duden, Dr. Pistor ad I dysolf : Pticip tod, we ward astourist, and said is, that our patient had been stroly cooled. Ann I brow ht un this point organ fast, "art Foll T assaired to ant the Protory constitutions and sprid a lighter fee to 1.6, Liverkusen for this petant. "merce, nothin positive could be astralished about this on our ilde. Anyhou, this ol nt s in good ship, too and - I ctured water clear sold of examinent printy, The sodier chloride costs 1, 2,50 har 100 kilogram, wich is come ritively high price. account to it at mee action suight to pitch ith a reduction digital , of 6 tous sedium sulphits drily. It consists of 2 so 11 h od fur aces with concentration name watch mers fitted out with a such micel cixing up, ratigio and with - series of lines that consumtration boxes, in one of the buildings was a 3 hn apparatus for the manufacturing of bi-sulph to which also was tabulactured in ilika tora. Finilly as are light into a phosphoric meth dant in which chouldally pure phosphoric acid is produced From Super phosph to. is the told that this is this entired by adding siconol. It is cossible to confroture 6 tons of Ponedativ, which cirtly are condensed in . vaccum apparatus to concentrated Thosphoric acid ont partly transformed in a commession opporatus into crystallized

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di-or tri-prospints.

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Furthernore the tri-phosphote is atoulzed in an injection charber. The installations were brand not and rate in processor. *creover, .e erainformed that a phosphate of a high enough degree was found in Asseria to utilize it for the confecturing of superphosphate. To test also shown a large stockpile of large-phosphate to a

The entire plant samleys: 7 chamists, 2 an inters (Ingenieuro) : sotal of 50 composes and approximately 300 workers . As orises samm 50 Menda, per four including the at litional populate. The of inistration building and are laboratories are in well hept condition. Taxt to the monor can of the building of the forter explosives factory, a s. Light bullding to equipped as a distant. As I livey that a track it is good condition. The Chemical Incomy a minima, Saybol Co.A.J. at Tissing, Is tilerstar from Vienna, according to the description of fire Tollab Is the pilest elected a Captory in Austria. It has for hel 106 wages go. im area of approximately 150 or in belongs to the diete and is covered to il . s extent with boildings, sows of, hims, however, are A Cliapidardi condition. Concerning this anterreise for Bollow is of the orinion medually consorkly that it would be notices werthwhile on distintle the buildings, for to sight thee and that the chargest way is to let the old ended validings

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gradually to deteriorate. Consequently, at first sight Lissing does not offer _ itprossing wist to u purson most to T.G. don'll Tiols. Ho ever, it has to is self before . . that the tull Ing in grat ction, eithou h some of the are, but warfly rather you looking due so their age revertheless are is good condition, assectivity the root. constructions with is every-where were and solid and on the whole it has to be gain a ledged that ill the inalls installations and "eit so clean out in salt yearent order that is explicate a factor at the I.m. Itself. At Atesing there are a naturated activity that is I chi aber plant in which which autobur but of its absorption substances 3.0 to 850 or sulpharia acid are proluced monthly. The is absent in ideat these to fraviously clears; of ive in the classiff and not soins forrocyamids and potascium ferricosulde is produced thereby. Thu Vrise of the skilling occurre of the 'os reservion substances is said to pour to 2 Menuty put solpher unit. In a compact evalue: 50, to 550 tors on 92 degrad acid are manufactured from pyrite from Cypras, the sulfiles contents of high most & so a preximptely 5 Framily just as at the ferency sometimensum. This is in our opinion & very high stice and it about to possibal to propurs sulphuria symble at a charges trice, The inst and from the mines to labora, him allegetly offers stichur floration purise at a price of I Tremmi. The contest system, iles died by Lungi, be altre colern and is flored out with disctile dust to ther, facilities for the renoval of area a sec. the other dest limited little was in good condition. Furthermore, a very cook looking attratus for the candestaring of charically pure sulpharic rold was in

projection.

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(pres 7 of original)

Bare chariculty pure sulphuric soid is sunof otured in smill quirtz towers from SO 3 gases ind distilled water. The turnov r of onemic lly pure nd stor se bittery soids, "mounts to approximately 120 tens per annua, Two sulphats farmaces produce according to the Leverkusen system, on excellent sulphate of a content below 1% SO3 + ECL, bechuse refined solt is used in the process. The conceity prounts to 210 tens per month of hydrocaloric seid and 160 tons per month of solphate, Within the sulphuric acid factory there is "ise " bisulphite plant in which bi-sulphite lye and from sodium and bi-sulfite lye, solid bi-sulphite of 63/65 degree 502 re produced. The e proity of lye production encunts to 50-60 tons per month and the t of solid bi-sulphits to 20 tens per month. Next comes a plant for the manufacturing of erystallized Glouber sult, which we could not visit for 1 ck of time. then plant for 14-to 18% alwaim and a factory for the canafroturing of notrium sulphite and thiosulphote for photographic purposes. The thiosulphate is nonufactured from sulphits and sulphur. as olready mentioned there are olso plents for the manufacturing of potassium forrosyanice and potassium ferricyunide t the featory. In order to menafocture potessium forrcoyanide, the g s obscrption substances re digested with line in larger Shork puns and the line sult is disintegrated. The potessium forrocymni e is luft in lurge crystollization tonks in order to crystollize completely. For the Lunufeaturing of pet asium ferricy mide the plant is equipped with an electrolytic caid tion installation. In addition, copper sciphete in a quantity of 8 tens per day is manufactured from copper granules, which interestingly enough, are produced in a spongy ou lity from molten copper, which flows over green birch trunks and in that way forms an easily scluble copper granulate.

Decument Book IN ILGNER Decument Ro. 146 (page 8 of crigin 1)

These plants tot, anke a very good impression.

Horr FOLL E told us frankly that the water facilities. here re not very good, because the subsoil w ter level is located 60 meters below ground. Nevertheless, it is possible to pump sufficient quintities of water of 18 degree hordness from the aveil bie wolls. The mainum consumption of w ter encunts to 1000 oubineter per day. a boiler install tion with 2 w ter tube boilers of on roprixate to hanting surf on of 300 square mutors, produces with the ocke breeze (Acksgruss), mentioned olready in the description of the Mosbierboun plant, as fuel the necessary steam. In a powerplant equipped with a confensation menine of 250 F and a block pressure machine of 200 HP electric current or back presauro storm is produced recording to choice as in the frotory libbiurhoun, nacition 1 plactric current con be procured by price of approximately 3 prennig.

The plant or loy 28 employees, mong than 3 cherists and 160 workers. The saleries of the charists emount to 300-400 schilling per month on the everage. Especially high qualified experts draw a salery of 800 to 1000 Schilling per month. The Director of the Moosbierbean factory receives 2000 Schilling per month, plus free quarters. The workers put in a 48 hour shift and are puld approximately 50 pfennig per hour, from which sun 10% for the various social.

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(page 9 of original)

welfare funds of the state are reducted. In liesing a whole series of houses for workers and employees have been built and the firm itself has its own administration building which is located in Vienne, wonterse No. 1.

Dr. H. EURIE

Lavorkusen, I.G. Forbon Plant, 13 March 1936 Br. Le./Se.

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Doom ent Book IX ILGOR Looment No. 147

C-17.

... O. Mors wat SIMLER

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Vienn-histzin: Neuo telt seo 17 . 13 May 1936

I.G. Por animustrie aktien sanlischaft Central Finance saministration Berling. . . ? Unt r den Lieden 78

Subject: Powder plant Skideworks- etzler ...G., Vienn I, Kontgosse 1.

Upon request from Horr HOTH, who has kept no informed on his negotiations and with whom I had become to briefly discuss business totters in Budapest 1 st Saturday, I have clarified the state of the negotiations in the Shout-Vetzler natter, and I would like to inform you about it is follows:

It follows from a conversation with Horr Gener 101rector FHELIPP, when Herr ROTH and informed again his
negotiations with the Leenderbank prior to his coporture
for sudapest and with when the Heanderbank itself his
been in contact in this auttor, that in principle the
Leenderbank is willing to rake evail ble to the inilinchamic for the acquisition of the Skeds-Vetzler stock
Apstrian schillings 6,000,000.— It the interest rate
of 6% p.s.

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The Leenderbank reslizes that in view of the foreign exchange regulations, established by law, the I.G. Ferben cannot issue a letter of guarantee for this should and therefore will dispense with such a letter. However, the Leender on desires a letter from the I.G. Forben to the effect that the I.G. Forben is familiar with and welcomes the contempt ted amilianche is/Skode - Metzler transaction.

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is concerned our otherway. Dr. KANNER-LEDER, informed the that he had receivedly discussed the letter with the Finance Minister who had explained that he was no reason to object to the acquisition of the Skeleo other shares by the millinguation of the Skeleo other shares by the millinguation is the same that the Finance Minister saw no need to put this an ressly in writing, all the less since the Finance ministry we offering to the millingual of the Iop of the Skeleo-Letzier shares in its possession, and thus seturily give its tentative consent. I would be of rify this matter in particular since herr Zentraldirector POLLER of the Skele-Notzler. .G. but called my special attention to the fact that this matter has to be settled right from the beginning.

Today, I went to see herr you HERGEL, the Gener 1director of the Costerreichisone Crofit mea-1t-bionor Benkverein, who is awaiting work from Herr RCTH, and he divised me that for the time being he was consulting no one in the Skode-Vetzler artter

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and that in principle he was willing to soll to the milin-Chemis helf or 11 of the shores (75%) in his possession. If he would sell only helf of his shires, he would have to have the guarantee for the rem inder or his shores that the new owners would continue charating the Skide-Netzler a.G. in the sine way, the not possible ourt il production or close down the plant, an action which would render his spores worthless. If he would soll ll his sheres he would os u financier of course of desinterested in the further development of the Shede-Wetzler works, and would only from in Austrian deancaie standpoint be interested in the continued operation of the factory. Herr von HallGal. at too thet me had not yet discussed the rate of the shores with merr ROTH, and that he would rether make his position known riter he received the sucit report by Dr. DEFER. Bo, timrefero, requested the report by or an except there from Dr. DENNER. I savieca Herr van E Gal that I would discuss this request with you and refer to it leter. It might be possible to propere from the report of Dr. Daniel on extrest which would be suitable for our fursion negoti tions, with derr you IT OUL, and this would be under novil ble to him.

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a connection between the Skeds-Netzler matter and the proposed castrian witrown Plant no longer exists no-carding to statements by our atterney dorr Dr. Killing-Lindby har you hamsel, but both gentlemen, who as a matter of fact take a very skeptical view with restrict may be re-created in a sa of unforesten proportion may be re-created in a sa of unforesten proported takey. With all these negations I have lost the door open for further discussions, postured the decision and new als you for further instructions.

Very truly yours.

81 gred: 2003

Document Book IN TLONGE Document No. 148

Director . . 0. HOGS von BEILLER

0/0

MILINCHENTE RTISSERLISCH.FT

Dir. V.A. /Sch.

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Vicame, 26 Februry 1937

Subject.

I.G. I remindustrie .ktiengoselischift Ergeutive Department for Chambels,

Frankfurt/H in.

Several days ago, derr Inc. Isider POLLER, Gener Mirector of the Powder First Skedowerke-betzler -. C. and myself had a conversation, in the occurse of which he touched upon the problems of the charical industry in matric as out-lined below which, for the anjor part, and also similar to the interests of the unilin-Charie attiongoscilschaft, and he requested that I pass on to you his basic views.

Concentration of the Lustrian charlest plants has hardly began, while it has already been brought to a successful conclusion in Germany and other countries and is under way in Greekeslovekia. It is gradually being recognized that a tionalization and economic advancement of the charlest plants, as well as a solution to the important charlest problems of the future such a production of manonic synthesis and synthetic gosoline etc., can also in a strike be not ineed only by concentration, as for as the various interests of the charlest industry are concerned they essentially on he classified in three groups:

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(page 2 of original)

1.) The group of the

Ossterreichische Dynumit-Nobel "ktiengesellschaft

Which is under the direction of the I.G. Ferbenindustrie ...G. with the subsidicries

Carbidwerk Deutsch-Matrei n.G.

Continentale Gosellschaft for applied Electricity, Lancack,

Oesterraichische Künstduchger (rertilizer), Schwefelseaure (Sulphuric acid) und chemische (chemical) Frbrik Atiengesellschoft, Deutsch - Vagran with plants in

St. L miracht, where principly fosce and exposives, etc. Tre being produced;

Bruackl, where coustic sode, cosastic potech, chloring derivatives coloist hypochlorite, liquid chlorine, and malphur chloride are being produced,

Landeck, where ferro-silicote and orlaim aurbide are being produced.

Deutsch- agric, where superphosphoto is being produced.

2.) The Powier plant Skedowerks - letzlor ... G., which is under the direction of the Oesterreichische Creditanatalt-Wiener Bankverein, with its subsidisries:

14. CENT is , SEYHEL & Co.m. C.

Sprengstoffworks BLULUU attengosclischeft with plants of MOOSFIRKE.UM and LIESING, in which the following churicals are being produced.

alum, en emian sulfete, amonic sclutron, emenite sodium apposulaite, bleaching carth chrone plus, dynamite, ferrous sulphate, Glauber's solt, potassion mitrate copper sulfete, sedium sulphate, and sodium bisulphite, Sedium Terrocycnide sodium phosphate sodium nitrate, nitro-cellulose, powder, phosphate sodium nitrate, nitro-cellulose, powder, phonic, hydrochloric soid, sodium sulphine, sulphoric sold, superphosph te, claminum sulphote, trimitrotoluene, zink chloride solution.

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3.) The Bleiberger Bergwerks-Union, Elegenfurt, which purtly belongs to the interests ground the Oester-reichlogne Industriekreilt aktiengesellsch ft, Vienna,

with the mining center in Pleiberg and the chemicel factory at Arnoldstein, which in the field of chamical products produce lead dyes and lithopone.

whose of these 3 groups is the I.G. Ferlonindustrie ...G. with its import and sales interests in charles and mixegen products, in metric.

While there are naturally, as a result of the financial interconnection between the I.G. Forbon and the Vester-reichische Dynamit Nobel A.G., production and sales agreements in existence between these two organisations, there are others in effect for years which concern purely the sales angle and which are merely based on an understanding also with the group of the Fowder plant Skolowerke-Vetalor ...G., and in the same manner also with the pleiborger Bergwerks-Union concerning Lithe-pone.

The first group of the Cesterreichische Dynamit - Nobel a.G. is selling part of its chiorine products, even clucium carbide and ferro-silicate through international syndic tos, explosives through the Manapoly Sales Office, and the remainder of the chamicals through the millinenesis a.G. The second group of the Fowder plant Skoot-worke-Wetzler a.G. also was selling part of its chamicals directly, explosives through the Manapoly Sales Office, and the majority of the remaining chemicals through the antimohemic a.G.. The third group of the Bleiberger Egrewerks-Union sells lead dyes through its own sales organization; however dithopone through the milinchemic a.G.

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all these production and sales agreements, however, represent only the first step toward necessary concentration in the entire field research, production, as well as sales in Austria.

A simple sele of, for instance, the majority holding of stock of the rowder plant Skodawerke-Metzler ...G. to the Verein four Chemische und Metallurgische Produktion, aussig, would bring the solution of the espired him no closer than the sale of there stocks to the I.G. Furban. He as well as herr Generaldirector JOHLM of the Gester-reighische Greditanst lt-Wiener Bankverein are opposed to such a single sale of stocks. Both contionen, however, would consent to such a sale if at the same time a joint and uniform production and sales program among the interests around the L.G. Farbon, the Cesterroichische

Dynamit-Nobel ... G., and the Pewder plant Skidoworke-

Westeler A.G. sould be set a and erried out.

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Under such conditions the Powder plant Skodawerko-Netzler w.S. would discord its embition to product its own production and sales policy, it would have to decead, however, that this particular field would also have to be severed from the group around the Cesterreichische Dynomit-Nobel w.G., and uniformly be discharged by the I.S. Forben in utilizing the sales set-up of the inilinchante A.G. The Powder plant Skodowerke-Netzler ...G. and the Cesterreichische Dynamit - Nobel w.G., and their plants, would nerely be research and production establishments under the direction of the I.G. Forben, while the entire sales estivities for all products again would be operated by the I.G. Forben exclusively through the inilinchesis ...G., unless international syndicates or demotioned.

Dogwent Book IX ILGER Looment No. 148

(pege 5 of original)

Herr Generalsirector POLL.K terms this plan the only feasible and sweeping solution of the problem facing the charical industry in Austria and states that it would also be assured of the support by austrian government, financial and industrial circles to a for-reaching extent. It the sons time, he opposes any strengt for a partial solution through financial transfers within the industry, etc., which would not fit into his plan. He states that he would exclusively devote the last years that he would be able to work, to the execution of the plan as authined above, and thus make it the crowning achievement of his activities.

Herr Generaldirector FOLL & has asked he to make you that negoti tions with any other representatives would

that negoti tions with any other representatives would be superfluous, as long as he would not a ve the assurance of that you, like him, have the desire to solve the whole charical problem of abstrict, and he also requests to be given the opertunity to negotiate directly with techniques and business members of the Verstand of the Dopartment for Charleslas of the I.G. Forban, once his

Inustanch as the entire concept of nerr Generaldirector FCLLAK is identical with my own views and those of the gentlemen of the unilineheads ...G., and visualizes the only possible, sweeping, and radical solution of the problem fraing the sustrion chemical industry, I did not want to feil passing it on to you with a request for caraful study.

very truly yours,

Document Book IX TLGNER Document No. 2

I.G. FARBENINDUSTRIE ALTIENCESELLSCHAFT, FRANKFURT/MAIN (20) DIREKTIONS ABTEILING LEVERKUSEN, 18 July 1937

MINUTES

on a discussion of 29 May 1937 in the rooms of the Skodewerke-Wetzier A.G. Vienna, Kantgasse 1.

> Present: POLLAK Skoduwerke Wetzler 12 ENCL.ENDER " 19 WEBER-ANDREAS I.G. Forben Dr. EDUEGER I.G. Ferbon SCHILLER I.G. Ferbon LUDHELE I.G. Ferbon

The visits to the apptiacion of the Skodowerke served in the first place/ turpose of toking congizunce of cortain ide at of Horr Politak concorning a consolidation chemical of the Austrian Industry, which the latter had already outlined in provious discussions with the gentlement of the Ani inchesie. The project of Harr PHILIPP had proviously been discussed in the internal circle and had been accepted in principle on the part of the I.G. Forben; this project mined at a simplification of the as produce firms and of the I.G. Parbon as laporting firm through equal stock prescipation of those 3 firms in the Amilinchesia. The propounding and discus-sion of this question was the second subject of the conference.

(Handwritten notes illegible).

In the instroduction POLLAR mentions two new products which he hopes to put on the market in the near future; they are:

A.I.V. acid for enallage purposes and A-coal

His A.I.V. acid is composed of approximately one third of SO3 and two thirds of ECL and has been developed in close co-operation with Professor VIETAMEN. Already during the next-following weeks he will be able to commission the Datag with the sale. Pollak estimates the prospective yearly output at roughly 1000 tons. The quantity of ECL required for this production will naturally result in a reduction of the blacening carth business.

POLLAR has a new procedure for production of n-coal (Carboraffin). In bleaching qualities it is superior to other kinds of coal hitherto known, and the production costs are considerably lower, in particular since inexpensive susdust is available from the Klagenfurt part. A discussion between himself and EISEMPROCH concerning the joining of the Carbo-Norlt-Union had been wrocked because of the intrensional athitude of massis. WEBER-NORMED will talk to Dr. KUMMED on this. In the new time POLL K will send coal samples and patent documents to the I.G. Parbon for examination. As to quantities POLLAR cannot yet miss any statements, but believes that they must work first for expert, but ofter completed extension of his coal program to gus masks and adsorption coal they will be ble to restrict themselves to justice. Finally Tollar also mentions that he plans to start production of no-talend pyrophosphate.

Then Poil it explains the reasons leading to his idea of accepted, then of the shedled actorests in mattrix apart from the curely sentimental wish the realization of his inquistrial cureer to have set this because a technically and conservably unassellable organization the conditions of the chemical inquistry of matrix are whenentable and unsounds. The only one profiteering from this state of confusion is

Aussig, which in South Eastern Europe has taken measures of consolidation which are examplanty. Therefore, in his opinion it is a matter of source that an amalgamation of interests must take place and as soon as possible in order to provide the mustrian chemical industry on the model of other countries with internal tranquility required for scientific research and industrial organization He himself plans to invest considerable amounts for research.

Another reason for those considerations was the nitrogen project, which has to be realized through. I.G. Furben, D.A.G., and the Skoda-worke.

To this WEER-AMDREAE and Dr. KRUEGER doclars:
The I.C. Farben on their part can likewise imagine that many a useful result can come from such a combination, but that existing conditions must first be carofully examined, and that in a refealer the mitropen project in this triangular combination cannot be discussed until the mustrian Government actually considers the setting up of the plant indispensable.

But on the other hand the 1.6. Parten believes to be able to consider the idea of Herr Pollak in the same way when recommending to proceed in the beginning according to a suggestion of Herr Philipp: this suggestion of the idea of letting the Skednwert and the D.A.G. share in the stacks of the Anilarchemic, each of them with the third, in order to controlled the sale still not if appears that on the part of the I.G. I was the suggestion of Herr Philipp is likewise adamsed for certain reasons, and one has granular trace cognizance of the fact that the connection of the fact that the fact

Document Book IX ILGNER Document No. 2

of a common policy also with respect to manufacture and might/considered a useful precedent to be followed by co-operation in Austria.

SCHILLER is commissioned to prepare a draft of the stock transaction to be submitted and examined by POLLAK.

According to a statement by POLLAK the Kreditans stalt has been informed of his own plans and has agreed to the nitrogen project submitted by him. In connection with this project the idea of the taking over of the bulk of the Skodawerke stocks by the amilinchance can be roulized. In this eventually the Kreditanstalt is prepared to assist with credits also for such part of the amilinchance participation as cannot be delivered in the form of machinery and equipment from Germany.

In the course of the conversation POLLAK repeatedly returned to his face concerning a community of interests in the Austrian chamical industry - he even mentioned the word merger - declaring on his part that such a community of interests in which also the I.G. Ferben took part, would rule out the adoption of competitive products, which best-decomposed be in accordance with his previous usage not to manufacture any product in competition with the I.G. Ferben.

The result of today's conference, in particular POLLAK's readiness to accept the suggestion of Herr PHILIPP, was conveyed to the latter by WEBER-ANDREAE and Dr. MRUEGER.

(signed): ANDREAE

I hereby certify that the foregoing document is a verbel copy of the original (photostatic copy).

Nuornberg, 26 February 1948

(signed): Dr. W.LTER BACHEM. (Assistant Defense Counsel) COPY

Vienna, 23 September 1937

NOTE

Visit to Generaldirektor POLLAK on 22 September 1937, at 6 o'clock in the evening

Participating: Generaldirektor POLLAK,
Direktor WHEER-ANDREAE,
Herr SCHILLER.

Subject: Anilinchemie agreement.

WEBER-ANDREAE presents the draft agreement emphasizing that it is supposed to represent a busis for discussion. The to the absence of Generaldirektor PHILIPP a joint discussion must be postponed till October. But we should be grateful to POLLAK for an opinion new, which SCHILLER could receive and forward to Frankfurt.

POLL K inmediately turns the conversation to the N - project.*
Through a special personal connection

^{*)} As internal information the following remark is added: Through an attorney who was of much use to him in the various twriff questions, FOLLAK has proceeded very possively towards the project in Upper mustria which is the center of interest, whereas he has propagandized the Moosbierbaum project. In this connection, speaking also on behalf of the I.G. Farbon, he has declared that in their heartsthey were in favor of Moosbierbaum and against Upper mustrie. The opinion of the nitrogen Sparte on this procedure, which was not a result of a previous agreement with as, is not yet available.

DOCUMENT BOOK IX ILGNER DOCUMENT No. 3

he is able to bring about a government decision in favor of the Moosbierbaun project. To his, of course, it was of importance first to clarify the question of financing, since neither he nor the DAG was in a position to acquire the necessary capital. Therefore he contemplates a capital increase to be taken over by the I.G. Furben which would thereby acquire the majority holding. However, the government has recently expressed the wish that the hydrogenation be started at the same time. With reference to this he reads a letter on this subject from his confidential agent.

In principle, WEBER welcomes this plan, I.G. Feron's part would be expedited by the possibility of delivering machinery. Whether the way suggested by POLLAK would be thetically possible is a matter which the gentlemen of N-Sperte have to decide. It is probably too parly but to undertake a serious discussion of hydrogenation.

POLLAK then again discusses in detail his idea of the future development of the chemical industry of mustrie. He and PHILIPP as well would have to resign in 2 - 3 years, but there would be a lack of successors. Therefore, no could do nothing better then to transfer his inheritance to I.G. Farben, in when he sees the best possible custodian. The present-day political situation would no longer adult of a sale of shares, which he had originally intended, therefore one must take the semewhat more complicated route of margar.

DOCUMENT BOOK IX ILGNER DOCUMENT No. 3

WEBER then asks POLLAK, whose assumption of the management of the new enterprise is also a prorequisite for us if only from the technical side, whether the can inagine PHILIPP as president of the company. In the course of the discussion POLLAK departs from his original suggestion to entrust the presidency to a representative of the C.m. and states that as long as the technical side remains for him, he would gladly leave the representative position of the president to PHILIPP.

POLL & then demonstrates a new product devoloped by him, apparently a white luminous paint.

In taking leave, POLLAK asked about the results of I.G. Farbon's efforts with regard to activated carbon sales, which he wanted to introduce as the first in the new untiline chamistry. WEBER replies that a certain lack of understanding on the part of the other partners to the convention had made a charification of the question in our meaning impossible up to now. In this connection, POLLAK called attention to the recently introduced - prohibitive tariff, which would make it possible for him gracually to enter the field of export even at a loss.

signed: SCHILLER

DOCUMENT BOOK IX ILCHER DOCUMENT No.3

AFFID.VIT

I, PETER KROMMUELLER, employe of the I.G. Farben Control Office in Frankfurt on the Main, and chief of the central archives, Frankfurt a.M.-Grieshein, residing at Frankfurt a.M., Lorenerstrasse 31, am aware that I shall make ayeolf liable to punishment if I make a false affidavit.

I declare under outh that the foregoing copy confirms to the document found in the kecords Building of the I.G. Ferbon Control Diffice, Frankfurt 6.71., Grieshein, on 9 Pebruary 1948

signed: PETER KROWWELLER.

The foregoing signature of Herr PETER KROM-WELLER, residing at Frankfurt s.M. Leranerstrasse 31, was affixed today before he with his own hand, which is hereby buthenticated and certified.

Frankfurt s.M., 9 February 1948

(signed) Dr. Walter Bachiem. (alssistant Defense Counsel).

Dooment No. 149

" I.G. Berlin EV 7 Unter don Linden 82.

Special Delivery!

I.G. Ferbenindustrie ktiengesellschoft, Leverkusen I.G.-plent

Our ref. Office of Corneratel Corrittee 30/20

28 Merch 1938

Bubjoot: mustris.

Referring to our telephone coll of today, we send you herewith the note requested for herr Dr. H.GER.

OFFICE OF THE COLUEROI. L COMMITTEE

signed: SCHWATE

Enclosuro.

Document Book IX ILGUED Document No. 149

(page 2 of criginal)

Berlin, 19 March 1938

I.G. Forben in Austria-

Since its foundation I.G. Forben is represented in .ustria by a large sales organization and holds participations in chemical industry enterprises. During the last years, I.G. Forben has furthernore token a keen interest in plans someorning the extension of chemical industry in mustric, and has done considerable proparatory work, on the one hand ciming at the new establishment of independent plants, and on the other hand at a close cooperation with the chamical industry already existing in mustria.

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II. Plants.

in Austrie, in which I.G. Furben has inrage participations, there are:

Continentale Gesellschaft fuer engewindte Elektriziteet, Vienne, Cesterreichische Dynamit-Nobel ...G., Vienne, Via Brutislave,

Oesterreichische Kunstduen er Schwofelsceure und Cherische Frik ...G., Vienno,

Changson ... G. Vienna.

Minority porticipations are also held in:

Powder First Skedawerks Wetzler ... G., Vienns end in Enzesfelder Let liwerke ... G.

Since 1931 efforts have been ands to units some of these 'participations by means of parchase or marger with the Powler Flont Skedeworks 'etzler a.G. to a new efficient

NAME OF THE

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(page 3 of original)

chanical firm. The entire chemical industry of the country would thereby be put on a sound basis, and the interests of national account would be respected. The negotiations on the acquisition of the Skeduworks Watzler m.G. majority of shares at first broke down, because the shires were everyslued (purchase price suggested in 1931: 200%). Leter, foreign currency problems, and especially political difficulties, arose as the state-controlled Costerreichische Creditanst it held the majority of the shores. In spring 1938, however, ofter many attempts the negotiations had proceeded so for the t the finel agreement was to be expected in the middle of March. Yet the majority of shores would not h we been handed over to I.G. Forben in the planned nerger, as SCHUSOFNICE's government, for political reasons insisted that the Reich Gereen participation in SKOD. - TETELER should not exced 49%. Forced by the circumst noes, I.G. Forben would have been recent to accept this greement in order to prevent that foreign trusts (e.g. .US ICER VERBIN, MONTEC.TLE) would guin s decisive influence in the German Lebensroum. The anschluss has set aside this danger; and on the other hand there is nothing to prevent a closer ecoperation with I.G. Ferben's Seles and Production Org nization. The greater technical experience and the most modern methods which many years of research work have produced, new can come to the benefit of German- ustrin chemical . industry without ony restrictions.

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Document Book IX ILCNER Document No. 150

Powder Flant Skodewerke-Wetzler ... G. Vienne end Chemische Fabrik W.GRILW, SEYESL & Co.... G.

Report on the

belence sheet sucit for the years 1936 and 1937.

T.G. Forbaning untrie ..ktiengeselischeft Centrel Accounting Office Fronkfurt/Mein 20, Gruoneburgpictz.

Report

on the belongs sheet audit for the years 1936 and 1937 of the Powder Plant Skedawerke-wetzler n.G. Vienna, and of the Chamisone Fabrik W.CEMATH, SEYELL & Co. ... G.

On 9 and 10 Merch 1938 accompanied by herr SCHILLER I visited the executive efficers of the Fowder Plant Skedawerke-Wetzler a.G. and the Chemische Frorik LGHIANN, SEYESE & Co.m.G. mecording to the instructions of the general directors & GLEMDER and POLLER,

Document Book IX ILENER Document No. 150

(page 2 of original)

Herr Director FRAK presented the annual balances secounts for 1936 and 1937 to me, and explained them in the same detailed manner as he did the balance secounts for 1934 and 1935 during my visit two years ago.

......

signod: DENCKER

Fronkfurt/M: in 18 Morch 1938

AFFIDAVIT.

I, Fotor MCMMMBLIER, employee of the I.G. Perben Central Office in Frankfurt/Main, and Chief of the Central archives Frankfurt/Main, Griesheim, residing at Frankfurt/Main, Lersnerstrasse 31, an aware of the fact that I cake myself liable to punishment if I make a false officevit.

I declare under outh that the following copy agrees with the criginal which is to be found in the Records Building of the L.G. Control Office Frankfurt/ Mein-Griesheim.

Frankfurt/Mein-Grieshein, 9 February 1948

signed: Feter KROMMUELLER

Document No. 150

(puge 3 of original)

The above signature of Herr Peter EMESLUBLIER, residing at Frankfurt/Main, Lerenerstrasse 31 offixed before me today is hereby certified and attested.

Frunkfurt/Main, 9 February 1948

0

signed: Dr. Wolter B. ChEN (assistant Defense Counsel).

Document Book IN ILCOMEN Document No. 159

Excerpt from the connercial newspaper Westdeutsche Wirtschaftszoitung Licence Mc. 42 of militery Government

2nd year of publication Thursday, 18 Dec. 1947 No. 50

(Page 8)

"Gornon Property" in ustria.
A list of the enterprises taken over by Russian nuministration.

"The German property in Eastern Lastric" promised to the Saviet Union in the Eatsdom Agreement, for months has been the bone of contention of all llied discussions concerning the state treaty for Lustrin. The Soviet conception of the Cerimitian "German property" is not edincident with the Lastrian and British view and also differs from that of the French. The Russian believe that first of all Eastern Lastria shall be regarded as the Russian occupation zone, and as German property all private and state production plants, real estate and other properties, which were either the property of the German Reich or of a German citizen prior to 1938, or which became Germangarty for the Lastrian ownership that property transfered by coercion.

The USI., an economic unit especially set up for that purpose, administers the property controlled by the Soviets. The importance of the USI. can be seen from a list of the firms attached to it which has been compiled by the Justrian Research Institute for Landenias and Politics. The list nainly comprises the extent of the firms and branch enterprises aloimed as German property, although possible changes must be considered. The percentages in parenthesis referring to some firms note the enterprise's proportion of the total Justrian capacity in the field. Often, however, the plants now are only empty sheds. An estimate of the Versinigung cesterreichischer Industrieller states the re-purchase price for the machinery lost since 1945 to be about 1 billion dollars.

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V. Chemical Industry

10. Denou-Chamie, Liesing and Moosbierbour, sulphuric coid (90%)

I, Dr. Walter B CAMA, assistant Defense Counsel, certify that the chove is a verbatin and true excerpt from the crticle "Bos Deutsche Eigentum in Oesterreich" of the newspaper "Handelstlatt" of 18 December 1947.

signed: Dr. Walter Backess (Assistant Defense Counsel).

Document No. 157

Reich Lew Gezotto, Fort I, p.593 ff, vol. 1938 Decree of 20 15 y 1938

:.594/5:

Laws in .dstric.

On the besis of .rt. II of the Lew concerning the Lounion of .ustri: with the Reion of 13 March 1938 (Reich Low Gazotta I p.237) the following is decreed; .rticle I - Reich Citizenshi, Low

.rt. 1.

Within tri- are in force

- 1. The Reich Bitizonship Law of 15 September 1935 (Rejon Law Gozotte, I, p. 1146),
- 2. Irt. 2, pr 2, rt. 4, percs 1.3 and 4, articles 5.6 per 1 s will s rt. 7 of the First Decree to the Relea Citizenship L w of 14 November 1935 (Reich Lew Gezette I, p. 1333).

-rt. 2

The effective date of rt. 1 pro 2 of the Reich Citizenship Law shall be fixed by the Reich Minister of the Interior.

Dodument No. 157

(page 2 of crisinal)

urt. 3

I se removed of Jews from public offices which they half to the time men this incree becomes effective will be regulated separately.

art. 4

Doored to the Reich Citizenship Lew in mustric as well, 16 be tember 1935 shall be regarded as the production of the Reich Citizenship Lew and 17 September 1935 a effective date of the Lew for the Protection of German Blood and Garman Rener.

mpt. II - Low for the Protection of Garman Blocc.

.It. 5

0

0

Sicol of monor of 15 September 1935 (Reion Lew Gozotto I, p. 1146) and the First Implementation Ordinanqu to this low of 14 November 1935 (Reich Lew Gezotto I, p. 1334) are declared in force.

_rt. 6

art. 3 of the Law for the Frot ction of German Block shall not become effective until 1 .ugust 1938.

Art. 7

For the applie tion of rt. 12, pero 3 of the First

I lement tion Ordinance to the Law for the Protection
of German Blood clas within austria 16 September 1935.
Shall be regarded as the granulgation acts of the Law
for the Fritection of German Blood.

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rt. B

(1) - morriage must not be contracted notil it is

Privat through a contificate by the local barger ster

out stant for the parament residence of the bride that
there exists no reason for not performing the corriege

contrains to the stipulations of the Law for the Fretootics of German Blood and the First Laplacent tion

ordinance to this law. If the bride has no personant

residence within mustric the competency of the barge
muster shall be determined in recorrence with the additional previsions of at. 3 of the General Law on noministrative Procedure (mustri n Civil Law Greette
No. 274/1925).

(2) If the barges stor is in acubt as to wanther a correspondent be objected to in accordance with provisions of art. 6 of the limit Inplement tion Ordinance to the L w for the Fr tection of German Sl of, so shall do not that the affirmed couple wabnit a certificate of arrive fitness issued by the medical officer.

ort. 9

For the spatie tien of rt. 15, sentence 2 of the First Explanentation Ordin now to the L w for the Protection of German Block, the former citizenship of the ustrian Joder 1 State shall be equivalent to the former German nation lity.

art. III - Ralus of Procedure.

0

.rt. 10

The regul tions of the Lestrien law echeering the competency and the procedure of the courts in law suits ephcerning the nullification of a corriege apply to the plot of mullify as follows:

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- 1. The metion shall be brought against both morried partners. If the Public Pressenter or the of the Jurist partners asked on appeal, then in the former case both married partners, in the latter the Rablic Pressenter and the other carried partner shall be represented as defendants.
- 2. The regulations concerning the legal duty to expoint a lawyer or not applie ble to the Public Prosecutor.
- 3. If the case be dishissed, the public tre sury shall be directed seconding to rt. 40 ff of the estrict off of civil procedure to refund the costs entailed by the surried couple.
- 4. counsel shall not be oppointed.
- 5. The setien orn only be brought white both mrried percent of the carried pertuers clos before the sentence because velic, the lewest shell be regreed as settled.

Ert. 11

In cose of offenous gainst art. 5, pares 1 and 2 or the L w for the Fritzetien of German Blook the lower counts shall be empetent.

.rt. IV - Fi a regulations

art. 12

Inser'r is regul thous which by this decree shall be introduced in Austria, commot be applied directly, they are to be applied necessingly.

_ro. 13

This decree small became effective on the day after its granulgation.

Berlin, 20 May 1938

0

(si,ned) si,n turus

Document Book IX ILGER Locament A. . 150

Trib. Vit.

I, Dr. auton REITAL CER, residing themenohen - Bogenhausen, Ismaninger Str see 64, am aware that I make myself liable to punishment if I make false affidayit. I cool to under eath that my statement is true and was made in order to be presented as evidence before the Mills my Tribunal in the P lace of Justice, Identifier.

In the summer of 1941 Lr. Harden invited his follow-workers to a formal dinner party. It the table I was sected apposite or. TARHAR not not for from Lr. Harden. In the course of the dinner Lr. Berdhar addressed me nentioning the possibility of an imminist war with Russio. Dr. ILE UR, who had neard only shatches of our conversation, successly turned to us asking, "ill mussic really or he wr?", whereupen Dr. Tarhar to-mitted the cossibility of hear with nussic. Then Dr. ILE ER to be greatest surprise inquired, "then is Russic gring to march against England?". To then explained to him that the situation was assentially different.

I remember this event at electly because Dr. TAIH. Re one I were grownly not misshed at finding a men in the gesition of Dr. ILONER to be a moive and uninformed about this matter shortly before the outbrook of the wer with Russia. It was, however, ectually the fact that

Decement Book IX ILCOM Decement No. 160 (page 2 of original)

Dr. ILCEE ws completely surprised of our contrary suplention, reported the idea of nettech in Russia as completely desurd and was atterly elerned bout the development which we considered possible. I still remember distinctly that Dr. ILCEE apparently was so

disneyed that he broke off the conversation no remeined teelters and warried the rest of the evening.

Dr. TERHAR as well must remember this event clearly because he was just as astonished as I myself and we could not refrain from unking esestic remarks on the lack of information of our top executives concerning this point.

Munich, 30 December 1947

(signed) Dr. . . nton REITHINGER

The above sign ture of Dr. anten Reithl Com, hunten, Ismaningerstr. 64/3, whose identity we established by me, Dr. Telter Backett, is hereby contified and witnessed by co.

Nuernborg, 4 Fobruary 1948

(signed) Dr. . lter & ChE(

Document Book IN ILENER Document Sc. 161

_FFID.,VIT.

I, Home Giarlic 5, residing at beverkusen/Anine, Maisar'ilbela-Alles 3, and were that I make myself liable to
punish and if I make a false afficivit. I declare under
coth that my statement is true to the best of my knowladge and belief and was ande in order to be presented
as evidence before the Military Tribun 1 in the Palece

of Justice in Mucrabors.

From 1934 till May 1945 I was ampleyed as logal sevisor in the central finance commistration of the I.G. Forben-ladestrie aktion possilisch of Berlin & 7 first as expert in the finance secret rict leter as shiof of this top report.

The fresheutien exhibit NI-1334, rinutes of the fest discussion moeting Me. 254 of 7 July 1941 was shown to Me. In these plantes a go 1, subsec. (1) wasi, third I so so do us follows:

"ILG'ER instructs GIERLICES conjointly with the Russin Referet of the Wipe, B.c.A...., VOLI and DIMMACK (Continent to) to draw up recommendations for the reorganization of Russian enterprises under German consequent (after the model of mussia-Folkennu)".

To this I dichire as follows: I my lenger remother exactly what note Dr. ILEER give the above instruction. I king into consideration the first pass to if the minutes I prosume the suggestion was node during the conference at the Boich Ministry of Beauty of which Dr. ILEER reported in the introduction, weither m. I in a position to a keeping statement with regard to what

Fixanou", since I know of this transcotion only as for as it hid been sutlined on did not porticipate either in its execution or in the drawing up

Drougent Sock IN ILCOLA Document No. 151 (prgs 2 of original)

of agreements to be eddeluced in this consection.

a wever, I can testify that this order sever ws carriod out in or cioc. I do not remember to t sven a single confe ence between the representatives of the reportments or 17 continued in the instruction sho id nove to ken place; on the other hand, I cerimitely recember th t no recommendations were or while or submitted to Dr. ILG En, much less to outside offices. The feet that according to the internal organization of Berlin Nº 7 I was not at all occupationt for the execution of such a instruction, probably on ractorizes in the best way that the watter was not coult with in dethil in the gost discussion secting at our time but thet cally a tent tive suggestion was token from - which his probably boon augmented to br. ILG be by others. In the dep riment everyin too to me questions of foreign currency law and general financing word doubt with not, however, suon questions is represent the subject of Lr. ILG 58's instruction, Softmor cic Dr. ILGUER revert to the lett r which he prened oulte frequently if suggestions were involved which were not prompted by concrete business accessities.

buernborg, 2 k roh 1948

(signed) E nns Gradlions

The above sign ture of herr Home GlackIChb, Loverkusen/ Rhine, Adser- ilhele-Zlies 3, whose identity was est blished by no, Dr. Herbert M. TH, is hereby curtiried and withdesed by no.

Nuernberg, 2 Merch 1948

(Signed) Dr. Merbert MATH (Defense Counsel) Doomient Book IX ILGUER Doomient No. 162

.BSID VIT.

I, Enil de H. S, residing at Minden in Westpholic Vittekindsellee 22, have been duly worned that
I render myself liable to punishment if I give a folse
affidavit. I declare under outh that my statement is
true and was ands in order to be submitted as evidence
to the Military Tribumal in the Polace of Justice,
Evernberg, Germany.

I submit the following stotements concerning Fresecution Dec. Ath. 1176 No. NI-1334, which has been submitted to me by the defense:

6

This decount is an excerpt from the post-discussion minutes of the I.G., Berlin M. 7, of 7 July
1941, which I has drifted at that time, as a n be
seen from the reference number. .port from my work
with the Versinigung Dark schurz, I worked at that
the in the director to office of the I.G. Berlin
M. 7. Part of my equivities consisted in scoring the
minutes of post discussion meetings. I cannot now pecall the details of all the points ervered by the
minutes, a mest of the problems do it with were cutside my sphere of cotivities. Therefore, I am unable
to supply more pertinent information to the point
in the post discussion minutes

Discusent Book ILCKER Looment No. 162

(p ge 2 of original)

of 7 July 1941, montioned under the harding "Proposels partoining to the recreatization plan for Russian enterprises under German supervision (following the ussig-F licence between) "re to be in ftel".

Sover 1 menchs 1 ter on I was transferred to the lipe, where I were d in the Russic Seferat, which was afterwards transferred into the sc-colled Restorn Liminon Office (Ost-Varbindungsstelle).

buring my work in the lipe Russia Refer to not leter in the Lestern Livison Office, I have nover heard onything bout my such proposels as mentioned in the gost discussion minutes. I did not find any fronts on this subjects in the files; nor was this subject over dealt with caring the neetings.

Therefore, I conclutely reject the version recording to which the order mentioned in the post discussin minutes, submitted to be, has ever been implemented; if so, the metern Livisch Office would have been definitely interest.

Mindun, 30 December 1947 signod: Itil do Hans.

Document Book IX ILCNER Looment Fr. 162

(p go 3 of crigin 1)

I hereby certify of attest the above sign turn of here knil to Kas, of Mindon in astph lie dittekinds like 22, whose i entity has been est blished by me, Dr. 'elter 8 daml.

Mindon, 30 December 1947

signod: Dr. Welsor Backers (Assistant Defense Counsel) Document Brok IX ILCOR Locument Fr. 163

FIIDAVIT.

I, Dr. "Hilib 160 - 35.RGE, born in 26 Secomber 1888 it Rome (Italy), a charist and businessame by profession, residing to ordin-likersdorf Er adenburgischestrase 43, a verboom fully wrand that I reader aysolf liable to punish and if I give of isolfficivit. I dood re under that they at tempet is true and was made in order to be submitted as evidence to the Millitry Tribun I in the sale of Justice, sucreberg, Germany,

I can make the following statements bout the Choule-Ost G.m.b.H.:

founded by too Roleh Ministry of Lecheny, and was bright by Costinol to function a the profit company for all charies a enterprises in the Lest. During the discussions proceeding its est blishment it appoind necessary, he ever, to organize a consider ble number of special companies, which were schoduled to cond with the various branches of the charies industry. Such companies were for example:

the Stickstoff-Ost C-n-b-W. (Nitrogen-Best),

mather company, the name of which I connect recall, was schooled to feel with such plants what her any connections with the scap manufacturing industry; yet enother one was to feel with enastic do it manufacturing plants etc. I am unable to state to what extent these companies, which had been founded as trustee companies for Eastern enterprises, notually worked in the last. However, I can remember to t the company which was in charge of caustic chall name fecturing firms also supervised a scap factory in himse, and even rebuilt it, I believe.

Document No. 163

(page 2 of criginal)

Eventually, the Chemie-Ost G. .. b. H. was established as a mere consulting and rdvisory company. Its took ere to not is technical ligisin office between the enterprises in the Last and German f ettries, But the obove-mentioned special componies, such a the Stickstoff-Ost G.m. D.E. this immedi to responsibility for their responsive Sporten, and they were thus excluded from the outset to the up thoir tent tively pl mood Commis-Ust cotivities. Fractionly, it seen up a red that the Chemie-Ost was very rerely consulted tall, no then only in racilly secondery coses. for excepte, on one pec sion it was instrungental in enabling a technical engineer of the lection cold frotaries to go to Russia for the purpose of rebuilding lootic word amount couring plants there. The Chomis-Ost hos never acted as trustee occupany (supervisory ctivities or in on red of reconstruction of oborio.1 forcerics in Eussi.), nor if it over apply for my such essignments.

I we never two to to the I.O. Forben should have hed only plans to lett and to planeer in the Erst. I only know that the Ostbuers, which had been established within the Targaiz tion, and with which I did not have my noted I contact, morely served the purpose of organising as less group for German products in the best, and I led know to the first this propose considerable quantities of phoroscoutical and other chemical products had been stired in the best.

Insuring up I would like to hention that no st tenents or otions on the part of the I.G., which night have come to no knowledge, could have given rise to the issumption that the I.G. intended to establish itself industrially in the East. If the I.G. noturally that charge of some enterprises in the dast, this was done exclusively with the vis., a first inconstruction and supply program in the East, which is substantiated by the fact that no provisions had been made at any time - if my memory serves no right - for these German industrial firms in

Document Book IX ILGUER Document Book IX ILGUER

(prgs 3 of original)

charge of Lastern footories, a occording to which these firms were to the passession of these plant at some fature a to. On the control, I as the impression that the Notice powerment intended to run those footories under its which in I as alon were led wiscoly discussed in the light of the competition which these procedure would cause to the German private enterprise footories by these fectories and the been transferred from private to story the suffectives and the been transferred from private to story the suffer the lestern factories, in view of the well-known estitude of the Maria government towards powerful private industry, which could not be been only of the industry, which could not be become the otive food point of all private imposition.

Serlin, 12 Ducember 1947 signed: Dr. . P. Sa. RDS

I horoby partify no attest that the above sign ture, affixed by Dr. illibild: PosterCD of Berlin-Tilmerscorf Brandonburgleenestrasee 43 person lly, has been given before no in this day.

Porith- illerst rf., 12 Documber 1947

Signut Dr. Jerchin LINGLOBERG

Oche 6 Defense

DOCUMENT BOOK X ILGNER

TRIBUNAL VI

CASE 6

DOCUMENT BOOK I

for

Dr. Max Ilgner.

submitted by Defense Counsel

Dr. HERBERT NATH Attorney

gong



DOCUMENT BOOK X ILGNER

Table of Contents of Document Book X for Dr. Max Ilgner.

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Contents

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Affidavit by Eduard Schwermann, employed since 1937 in the T.G. Administrative Department, Berlin, N.J. 7, latterly as Department Chief and at present in the same capacity under the direction of the SMA Control Officer. He described the employment, accommodation and feeding of prisoners of war, Lithuanian rafugees and a few foreign building traftspen on the emergency location at Bught. All these persons were treated in exactly the same manner as the German I.G. employees there. The Present prisonery is war frequently received special presents from Dr. Ilgner although this was forbidden. The children of the Lithuanian refugees roceived instruction together with the German children. Oning to his generous attitude towards the foreigners Dr. Ilgner had serious disputes with the N3-offices.

165

Affidevit by Lalter Bookne, Chief of the I.G. Building Department, Borlin, NW 7, employed, from 1927, under Dr. Ilgner. "His care for the prisoners who, poriodically, were also employed in his house, was so extraordinary that objections were frequently raised by the local inhabitants who also employed prisoners." "Contrary to the instructions of the suphorities the foreign workers and also the Lithmanians received ration cards for heavy and very heavy workers" "On the instructions of Dr. Ilgner all workers now permitted freeden of nevenent in the village." They received the same ford in the same rooms at the rame time as the I.G. employees.

DOCUMENT BOOK X ILGNER

Table of Contents of Document Book X for Dr. Max Ilgner.

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166

Affidavit by Otto Troppens, former Burgermaster of Bugk. He confirms Dr. Ilgners extensive work for the spainl welfers of the prisoners of war and the foreign workers phose treatment was on a par with that of the members of his own staff. As a result Dr. Ilgner had numerous disputes with the District Office of the NSDAP.

167

Affidavit by Stanya Magninskas, Lithuanian citizen; former Commarcial Counsellor in the Lithuanian Legation in Earlin. In the energoncy location at Buth he was commissioned by Dr. Ilgner with the welfers of the Lithuanians and confirms the special attention paid by Dr. Ilgner to the selfare of the Lithuanian refugees. The French prisoners of war also more sed to him their satisfaction with the treatment in Bugk. Then the Russians approached from the East Dr. Ilgner Cultilled the request of the prisoners of war and foreign workers to be taken to the West.

158

Affidavit by Pierre Boohelet, former Fronch prisoner of war in Rugk. Ho confirms the good treatment seconded to him and his comrades by Dr. Ilgner. He states that despite strict bans in each by the sutherities they received tobacco and wine.

21

169

Afridavit by Dr. Ruediger, deputy occurred intelligence agent of 1.G., Herlin, NJ 7. He refers to presecution document NI 839, Exhibit 1511 and confirms that neither he nor Dr. Ilgner were informed of the contents of Ordinance No. 13 of the Planipotentiary General for Labor Allocation for the Maintenance of Order in the Flants, dated 1 November 1945. It did not

DOCUMENT DOOK X ILGUER

Table of Contents of Document Book X for Dr. Max Ilgner

Dec. Mr. Exh. No. Contents Prgo

in fact, apply to the I.G. organi-sation in Berlin, NV 7, as this was purely an office organisation and, as such, employed no foreigners. The foreigners who have employed from time to time were made available temporarily by other works and remained on the capleyment resters of the T.G. works concerned to which they had to return.

170

Afridavit by Hoinz Krrl Penslau. He refutes the assertion of 85-Obergrundenfuchrer Canali Pohl that, before the collapse in 1945, he had only known Dr. Ilyner by name.

I certify that all the decuments contained in this decument book are true copies of the decuments submitted to the Tribunal.

Muernberg, 5 March 1948

Dr. Herbert Nath

APPIDAVIT

I, Eduard Schmermann, born on 24 January 1911 in Rerlin-Charlettenburg, now residing at Berlin-Lichterfelde, Tulpenstrasse 22s, have been duly warned that a false affidavit on my part will render me liable to punishment. I make the following statements knowing that they will be submitted in evidence to the American Military Pribunal in Muschberg. I also declare that I belonged noither to the Magi Party nor any of its formations.

Prom I Pebruary 1937 I worked in the Berlin NV 7 organisation in the Administration Department; from 1940 as deputy department chief and from 1943 as department onicf. At present I am employed in the same capacity in the Liquidation Office of the I.G. Percenindustrie Aktiongasellschaft for the Seviet Communication Econe under the direction of the SMA control officer.

My work included emongst other things the administration problems in connection with the construction of the emergency locations. At the emergency location in Sugk an administration office was installed which dealt, interalia, with the welfare and payment of the building workers and other labor employed there. As these laborers also included foreigners I am well informed on all problems in this respect.

In our Bugk organisation three entegories of foreign workers were employed:

1.) 4 French prisoners of war who were suployed as coachmen, stable boys, and mechanics, and at times even as building workers.

DOCUMENT BOOK X LIGHER No. 164

- 2.) Lithmenian refugees approximately 30 40 who had fled in 1944 before the Aussian advance and anught shelter and employment in Germany. They were employed on office work, social work, and the construction of temporary homes, etc.
- 5.) Pereign building craftsmen, approximately 20 30 Frenchmen and Ivalians, and a few Dutchmen, Belgians, and Peles, were also employed in the building of temperary homes etc. as joiners, tilers, pipe-layers, and the like. Those building weakers were put at Dr. Ilgner's disposal for his plant by some of the I.G. works.

All the foreign workers of the above mentioned three categories received the same treatment in every respect as the German employees of the I.G. Borlin NW 7 organisation.

With regard to the French prisoners of war it should be otated that Dr. Figuer wented to give all of them the opportunity to become free workers. They decided, however, to remain prisoners of war because they would then continue to receive Tranch Had Cross packages and for the root they falt as from as averyhed; clas. The Frenchion worked all olone, without any guards, practimes on Molds which were far away. One Propoletan, Pierro Vernier, Worked at times as a telephone operator and supervisor in the telephone center of the entire emergency location in Bugh in conjunction with a forelo German telephone operator. Then Dr. Ilener went munting his Frenchmon regularly volunteered as besters and subsequently had the same fond and alcoholic beverages. Dr. Ilguer, besides other privileges he granted the Franchmen, epened a beer account for them at the village inn where they could drink free beer with their compades. Although this was contrary to German regulations they also

DOCUMENT BOOK X ILGHER No. 164

received monthly sums of cash. Then the Frenchmen arrived in Bugk in 1941 Br. Figure, who noted as interpreter at the request of the Fugk farmors, after well-noming the Prenchmen with a short speech, suggested to the farmors that a Frenchmen, a nock by prefession, should be released from work and be peld by all the farmors to nock for all the Brench prisoners of war; this proposal was necepted. At Dr. Figure's instigntion the Frenchmen were given their own vegetable garden for their kitchen.

Although it was strictly torbidden atticially, I know that from the beginning, Dr. Tignor weld his Frenchmen properts every year at Christmas and as Easter; among other things be gave them wine and tobacor. We had proper little Christmas aclobrations at his private home in which Dr. Tignor's family took part. In 1944 he gave a large Christmas party at his own worse for the French prisoners of war; coffee, cakes, figuour, wine, and troucer, were served and in addition he gave the Frenchman utility articles.

During the last weeks and menths of the wer when Dr. Ilgner transferred a large part of his plant to . Western Gernany into what was to be the American mone, and the emergency location of Eugh was dissolved, the French prisoners of war asked Dr. Ilgner to take them with him. Although this seemed quite impossible in vice of existing regulations Dr. Ilgner obtained parmission, by means of personal negotiations, to take his Frenchmen with him. In order to do so Dr. Ilgner himself, his son, and also his collaborator Dr. von Pripitz were officially appointed suriliary guards.

In the same way that he named for the French orisoners of war Dr. Ilgner also looked after the Lithuanian refugees who

DOGUMENT BOOK I ILONER No. 164

neme to Bugk in 1944. Although it was printed out to Dr. Ilgner by his building exports and collaborators that the Lithuenian refugses wer, unsuitable for building work because they came in families with wives and children, he took pity on them and said they should stay. Dr. Ilgner employed all the Lithuanians according to their abilities, as, for instance essistant architect, office clark, murse, kitchen personnel etc. and a vory few as fully fledged building workers. A Lithuanian school mistress was employed as teacher at the school which Dr. Ilgnor had opened. She trught Lithuanien children and in the evenings gave Gorman classes for adult Lithusnians. The administrative care of the Lithueni no was delegated to the former logetion counciller, Dr. Eucaminskay when Dr. Ilghor had also iven shelter of the request of officials of the foreign legation with when he was on triendly terms. Dr. Duesminskas was appointed deputy department chief of the administration office Bugk. The representative of the Lithusnians was Dipl. Ing. Stonkiosch who was ontrusted with the management of the clostre-assembling departmont. His 16 year old son worked only half time as his fathor's apprentice, at Dr. Ilsnor's request, so that he had time to receive private twitien from a high school together (Oberlehrer) trgother with Dr. Ilgner's thon 15 year old sen. The Lithusnian children, together with the children of I.G. employees and also Dor. Highoute daughter, ettended a Mindergerten which Dr. 11 gner had orcated. This Zindergarten was managed by Dr. Ilgnor's oldest daugawer and Prau Dr. Ilgnor took care of it personally. Furthernore Prau Ilgnor helped the Lithuanian refugues wherever she could, particularly is all clothing and furniture problems.

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DOCUMENT BOOK N ILDER No. 164 ELBIHIT No.

The Lithuanians lived partly in cottages which Ar. Ilgner had rented, partly in huts, and partly also in the newly erected temperary homes, i.e. they were billeted in exactly the same manner is the German I.G. employees. During the Christmas helidays some of the Lithuanian children were always soon at Dr. Ilgner's private house playing with his children.

At about the same time as the Lithuanian refugees the first foreign artisans lent by I.G. plants arrived in Bugh. These were also billeted in buts and partly in acttages like the Lithuanian refugees. Inwards the end of the war the East authorities and it very clear to Dr. Ilgaer that foreigners should be billeted separately from the German I.G. employees and that the billete of the foreigners should be forced in by berbed wire but Dr. Ilgaer refused to comply and managed time and again to get round those instructions until the end of the war.

All the employees and workers in Dugk, German or Porcish, were equally free, received the same treat-

In Bugh Dr. Ilgnor had the fishing rights of a lake. So gave those rights to the Eischen Administration of the I.G. in Bugh. He also furnished the communed kitchen with a com and a few milk shoop from his own brall form. With his house he had rented an erchard the Produce of which also went to the communal kitchen. It has beginning of the war he had rented extensive untilled serse; the products of those cores also went to the communal kitchen; also those of a big vegetable serden which Dr. Ilgnor had started with the help of a skilled gardener with whom he was on Triendly terms.

DOCUMENT BOOK X ILSHER We. 164

Gormans and irrespects alike received, both quantitatively and qualitatively, an equal share of these gifts of Dr. Ilgner's. From the game from his hunts Dr. Ilgner gave considerable quantities to both this kitchen and to the French prisoners of mar. Sematimes the antire game shot during a hunt went towards communal feeding. In order to increase their willingness to both Dr. Ilgner had daily eigerette rations distributed camps the indigenous and foreign workers. Dr. Ilgner. The inreigners attended, with the Gorman employees, concerts and movie shows in Bugh which Dr. Ilgner had instituted.

All his effects in favor of the foreigners made for difficulties with the official Negi Offices. Dr. Ilgner was forced to mke up with great energy several very unpleasant discussions, with the District lander of the Nazi Barty in Beesken, the District Lasent Londer, the Landret, and the local party offices. Dr. Ilgner was officed severely and the whole thing might have had disestrous consequences if Dr. Ilgner had not suddenly transferred his plant from Dight to the Test at the beginning of 1945. It is contain that Dr. Ilgner leid himself open to those personal risks in the interests of his foreign workers and also his French prisoners of ver.

Apart from Bugk the Berlin NW 7 organisation also can loyed foreign workers for the ropeir of bomb damage during the lest for months. These foreign workers had been provided by the Upper Silosian plants. They were billeted at the house of the 1.5. Berlin NW 7, Prunnenstr. 188/190, and there they experienced Berlins appture by the "Red Army" together with part of the old complement who preferred the relatively safe basement of the Brunnenstrasse to

DOCUMENT BOOK X INGHER No. 164 EFEIBLE NO. the besements of their own homes. Even after the end of the fighting and Berlin's empitulation those westers, one of them together with his wife, remained in the Brunnanstrasso for a fow days, and they made thomselved responsible, voluntarily and successfully, for the selety of the 32 members of the staff, particularly the norm, who wore living in the office promises. This surely would not have happened if the foreign workers had felt they had been multreated. The I.G. Berlin WW 7 organisation, under Dr. Ilgner's management, had no other contacts with prisenors of wer and fereign workers but three described shave. We armountration camp immates were ever employed. Borlin, 15 Donumber 1947. Signed: Jauerd Schuormenn

Signed and avera bofers me in Borlin this 15th day of December 1947 by Herr Bouard Schmermann, Borlin-Lichterfolde, Tulponstrasse 22c, known to me to be the person making the above efficient.

Borlin, 15 December 1947.

Signed: Dr. Jeachim Lingenbers

DOCUMENT BOOK X - ILGNER No.165

Affidevit

I, Welter Boehne, residing in Berlin-Rikolessee, Cimierneticsee 32, know that I am limble to punishment if I make a false affidavit. I declare on oath that my exchanges to the truth and the made in order to be submitted an evidence to the Military Tribunal at the Palece of Justice Nuernberg.

In 1919 I entered the employ of the then Bodische Amilin- and Sodoffbrik and later on, ofter the I.G.Forbenindustrie Aktiengosellschoft had been established, I was taken over by the latter. I worked in Berlin almost during this antile paried. In 1927 I mas subordinated to Dr. Higner and was in charge of the building department which had been established in Derlin, until the end of the war. During this long period I had numerous apportunities of speaking to Dr. Higner and most of all of learning about his relationship to the employers and not learning about his relationship to the employers and notices, to the prisoners of war and foreign workers apployed in the plant.

During the last years of the mar I was entrusted with the setting up of evacuation plants in Bugh near Storkes (Mark), in Bitterfeld and in Waersburg. Since Dr. Ilgner resided in Bugh at intervals and took a great interest in the building work there, I was able to observe closely his attitude towards the foreign workers and the French prisoners of war who were employed on the site. His care for the prisoners who at times were also employed in his house, was so pronounced that objections were frequently reised by the local inhabitants who also employed prisoners. It would lead too for at this

DOCUMENT BOOK X - ILGNER No.165

- 2 -

sunge to describe, in this convection, with what gratitude these prisoners were tracked to Dr. Ilgner to the last day of the war.

About the middle of 1944 a number of Lithuanian refuges arrived in Bugk most of whom were employed as craftenen. Since they all had had quite different occupations before, they were of a thirtle help in the completion of the building project; some of their could not be employed at all. It would have been the abvious thing to rend these people somewhere else. However, Dr. Ilgner requested that these refugees be accomparted and given employment the

The work connected with the srection of /evecuation alreat was corried out mostly by foreign workers. There were arinly Italians and Poles and a moral number of Frechmen and Bolgicus. To house those workers huts had been erected which later on were to be used a offices. Dr. Floner ruled that all workers aguld move -bout freely in the village. They used the brthand shower rooms which were sloo used by the employees of the I.C. They clee received the same food on the Prison employees and rte in the same rooms and t the game time as those. They took port in special events which Dr. Higner instinted classt weekly, such as movie performance, musical evenings etc., together . with the work's complement and the inhabitants of the town. Contrary to official regulations the foreign workers and also the Lithuanians received food retion cords for heavy workers and very heavy workers and went shopping with them as they chose. Numerous objections and complaints on the part of the authorities and the inhabitants regarding the epecial priviliges conferred

on the foreign workers in Bunk, feiled to induce Dr. Figner to change his regulations. By procresting notion and various other means he always succeeded in appearing the local authorities and the inhabitants so that everything was left as before.

Thile I was stoying in Bugh people were drafted into the Volksturn. Dr. Ilgner who was convinced of the senselosenies of this fast desperate measure margod, by dint of negotiations, that the employees of the I.G. were excused from service for the the temployees thanks to Dr. Ilgner's endowers the I.G. omployees in Bi terfeld as well, whither the entire plant together with the prisoners of were and foreign workers had been noved in the first days of Volturry 1945, were not called up.

one of Br. Ilener's most outstanding characteristics. He at all times interceded undounted in dever of his fellow-workers. He did not attach any i portance to their Party membership. If anyone had disficulties owing to his non-Party membership, Pr. Illnor shielded his. In as far as they were subordinated to his, he cared for the welfare of the prisoners of war and foreign workers, to an extent which exceeded by far that Inid down by the ruthorities. All these people , therefore were extremely grateful to him.

Berlin-Nikolnesec, 10 pecember 1947

(gigned) "alter B o c h m c

DOCUMENT BOOK X - ILGNER No.165 EXHIBIT No. ...

- 4 -

I hereby certify and attest that the above signature has been made before me today by Herr Walter Bookme, Borlin-Miliolassee, Cimbernstrasse 52.

Barlin-Nikolossen, 10 December 1947

(si med) Dr.Jonchim Lingenberg

DOCUMENT BOOK X - ILGNER Fo.166

Edgit ment Storkow/fork, 10 July 1947.

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Affidevit

The following statements regarding the behavior of Dr.Mar Tigner, at present in Muernberg, are made by me on orth:

As former plant manager of the I.G.Fortenindustric Abbiengesellpohaft, Berlin BW 7, Unter den Binden 78, Er.Max Elgner erosted on synchotion plant for his shops in the village of Eugh note Storkow/Mark is protection paints of beneathern.

rolligher troused all inhabitance of the village with great generority. His social attitude towards everybody must be particularly imphreized. In spite of his extrest processpation with perk he was interested in the welfare of all the families.

Dr. Ilgner took over " great number of the prisoners of war employed in local agricultural work and sot them to work on the construction and, later, the maintenance of the branch.

The prisoners of wer were Princh notionals .

I know that contrary to regulations, the prisoners of wer were given considerable money allowands:
and that they were tracted exactly like the I.G. employeas. Without exception and prisoners of war were extranely glad to work for Dr. Higher and his plant. It must
also be mentioned that

-2-

voluntary foreign workers, such as Belgians, Polas and aspecially Lithurnians were employed, tracted, accommodated and fed just like the Garden craftsmen and workers.

Since Dr. Ilgner was absolutely fair in all matters, frequent differences proce between him and the Masisleitung of the MSDAP in Beeskop even be one my being drafted into the Webrancht in 1944.

All statements made here correspond to the absolute truth, but contain only a part of what could be said in favor of Dr.Man Ilgner.

(signed) Otto Troppens

(signed) > ul Ticke, the statements correspond to the truth (signed) August Regunsberg

This is to certify above signatures.

Beer, 28 July 1947.

(signed) Proli

larint Harborough 27 December 1947

Stadie N U Z 1. I I S W A S

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Affidovit

I, Steams MERCHESELS, born on 21 January 1901 in Lithtomia, residing at N.S. Hestel, larket Herborough, Deglard, most that I shall be liable to punishment if I make a folso affider.t. I dominate on onth that my statements are the truth and that they may indo in order to be solutioned as evidence to the Pilitary Tribunal in the Fulsce of Justice, Dyrambers, Garmany, in the case of Dr.E. HERER.

I took up my correct in Lithuania. I held various positions in my homelend from 1925 until 1935, attaining that of personal adviser to the limister of Jinnaes and to the Director of the meanances Department in the Foreign Ministry. In 1933 I was transferred to borlin as the commortial attached of the Lithuanian Logation. In 1940 the Legation was closed pursuant to the Dorman-Russian Fact. About a year later I obtained a position with 1.6. Ferbon (as comorner in the forlin Department for Political Leasens) through the help of the Lorolan Office. There I made the acquainteness of Dr. The Ligher: he discussed my morn with me and the terms of amplement, and that was all. It was not until the summer of 1944 that I came into along accountable.

Librarch of the I.G.Ferben was established in Bugk, about an interest from Berlin. A small group of Lithuanian refugees (about an organis) were brought there and given employment. I was trans formed from Berlin to Bugk as the representative and ofvices of my countrymen. Since Dr.M. Higher also changed his residence from Berlin to Tugh (a small village), I saw and not be. II. Il nor doily: forthermore, I and many problems to discuss and to solve.

Dr. . Honor cells for no in a volicio at the reibniy station. As soon as I was in the arr no began to tell meshout has minne, with the prestnet entousiness and enimetions he wanted to be in right owny with the ematroption of temporary dwellings and has so that each refuges family would have a room for itself. For the refuges children no cented to set up a kinder-parton, of dains his daughter would be in shorp. Since the interpretations are of the Detholic faith, he manual to provide them with a character is one to make inquiries regarding a pricet and each him to come. In long as there was no church, hereover, he wished to tring the call into town (six inimature) every fundary, its. In short, he countdo had no data his plane.

continued I serely keyt listening, but I did not boliove a word that Dr. i. Higher said to me. I amo only too familier with the treatment which the loreign analyses had been recolving at that them in the Third Reigh. With this attitude of mistrest I began by work. In Proping with this attitude I was notherally very contious and reserved at first. One day, however, Dr. .. Higher could me into his office and make a serious complaint concerning me: that I was too diletery; he expected now plans and ideas from me and more relief measures. There-efter I attacked my work with vigor; and no suggestion that I made in the interest of the foreign refuges was rejected by Dr. .. Flynor ... been a kinds regard mas established under the direction of his doughter.

14 3 4

Tolson the organing of the cold action mether the huts were jut up, in unless each family had a large were room. In the surer the Lither ians were brought to church every amon's lettr this was discontinued because of the bed weather; furtheriore Giore are not enough horors for the purpose. Jone time later I wantered to me is the proposal that a Lithusnian together should be installed for the medical care of the references. At first I discussed this question with other very close collegues of Dr. .. Ilmor. They pers all esposed to this suggestions there all shought that it would be focush to onyog a their for a sail group of ithusnians. Nonaver, I was to Dr. . Ilmer, she heard a corefully. Without a word of you one he saled, "Good, where is the physician? Send him a tologram to came at more." I be against came not by almost, but also his family. Sveryoca received the coat recognism and treatment. The book dole- a Magnesary mis set u., s nirse ins engaged, and the untire medical service ums or : mised.

is triof any liming to these mintercents I would like to mention a particular case, measure I regard it as specially significant.

One far a Lithernian had a dispute with a former (he was construction boss). I do not ince the exact reason for the dispute. The Lithernian full that he had received III treatment from the Grane. Notifeeted by anger the Lithernian wrote a letter and such it to Dr. . Ilymer. The entire letter was a rether heral tireds against German culture in general and against the Third Rulch in particular. Thereupon I received a notice to appear before Dr.h. Ilymer at his home at 21cm hours, where I also found the other responsible officials.

Dr. L. Ilymer second to be rether agitated.

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He took the lower from the brief case and read it aloud. then in hel finished reading he termed to us with the question, West purchasen, I would like to have your opinions; what should we do with the terson in this case? Lecording to the preveiling National Itefalist laws he has committed a serious crime." The discursion leter until about 0100 hours. The question to be decided was uncline as should be turned over to the local police, or and the should I surroundered directly to the 58. (In this connection the goseibility of a pant comp was wise considorad . Die Wile we misin to met idetutor course by chosun, it is a matter of life or doubt for this ran and his family. Tid: Wits condition I am naturally in Payor of still another address; world to the los him and to again the matter settled. The abhare tried to sunvince me that this would be a richetion of the last that such a course ould min as guilty as well, and tirdle to perishant, etc. All this was town powerfulous, I write the to my the course to seems this responsibility. Br. . Il . . took little part in the discresion; he listened to Mic others for the most part, As the disquestes kept point on and on (till about 0100 hours) with no decision being reached, Her . Ily a lot to have the last words. I repeated my epinion. As Jar os - can still rin ub r. Dr. . Ilmer said at the und: "I boliave that on see still save this men and his family. I ar going to adopt the suggestion of Sorr Buschneine." The next day the man was dismirand, with no Norther notion being attempted regarding Wis Into .

The trackment of the Lithunnian rofugeds as the lithusnians and on a per with that of the Germans. Resided the Lithusnians there were a few French prisoners of were Cut of pure curiosity. I often asked them how they were being treated by Dr.H. Ilgner. I heard no word.

of degreentian on the contrary, Dr.M. Eigher was highly present as a good-lawrence person. The food was the same for the foreign cortains as for the fermion. Not only that, but is all sty in the same room and we care a root to there at the same trains in a surprise of formulated contains. In the fall and winter provision we also ands for the long madings at the request of Dr.M. These and the order of the same as all the order in the same as a surprise of the same as all the order in the same that the print they were a root of the same that we contain a still man of the same and the same as a surprise of the same that we would not the same that the same of the same and the

The althoughest dels merch in Devil, it works house, both rejoints becomes they resided the best possible treatments they
enter that Deve lightly speed 3 thou like a both r. I know of a
major of their maps a mplifying this generality of From Ilymer;
who after denoted shows, alospie and shillston's elething from
her ham there shows a first a foreign refuger was in to d. A
special a cost may a reads to amorph, - A deald was born to a
lighter of mean. Who had nothing, not again among, for an one
marks to rest because of her propulate. Prov Ilmeston, bor
the despites outsit for the beby, over a percentage, the Bournmattens).

or the lithurater owner, as for as I remainer, me Bournmattense).

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To be sure, there were trivial complements and entered to the entireties here and there, but those were to be treed to the conduct of the minor employers of the limit, who were in a post-tion to hold book as securious pair of shook or mark-clother, and to embession accentions for our resolute. But any present the appropriate directly to Dr. L. Higher found justice.

In omedication I consider it very important to add the followings that German suployees of the Firm (of Matienal Secialist convictions, more very dissertiafied because of this kind of tractages to no for the foreigners by Dr. 1. Ilynor. They even ande strictments to no to the offect that Dr. 1. Ilynor would get his deserts for this or that action of his.

This came 1945. The front come aloser and not the Oder. The brench establishment in Bugined to be alosed down. The question rose of the flow provisions would also be under for the arrowation of the foreign were re. I want to Dr.H. Higher and explained the situation to bim. Dr.H. Higher saids? Tell your people that they need not worm - I will take them all along to the dust with their estimation I want to Derlin for a work. Then I returned I found mone of my commutation in Bugin may larger. All had been taken to Bitterfold with the first of these tries.

Letter I harde too Dr. J. Heart anguard. He transferred his beddiertors to Tradition of. July I was med invited to the company of Dr. H. Hepor for a Prince organist of the design of the property of the prop

However, Dr. . Higher also had his wear points; presumption and an arge to show his sutherity. But this was sensithing more or less superficial, which may have a disagreeable effect on many persons (including special). Behind this, however, always beet a lumning hopet.

sigend: Stasys Emminetme Streys NUMBERS

Witness to the signature of the seld STASIS NUR INDEAS

Simonre:

51 Min Street Larget Herborough Leisestonahire Incland

Solisitor and Comissioner for on the

DOGUMENT BOOK X - LIGHER No. 168

I, the undersigned, Pierre B a c h e 1 o t of Meucomble Con S. Seëne (S.S.), born on 10 December 1917 in Meucomble,

am aware that I shall be liable to punishment if I give false testimony on oath.

I declare on cath that my affidavit is the truth and his been cade in order to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nuernberg (Germany).

Meucomble, 7 February 1948

(signed) Pierre Bachelot

Seen for legalization of the signature of Pierro Boohelot made shows.

Maucomble 7 February 1948

The Mayor (eigned) L.Bachelot.

(Stamp)

DOCUMENT BOOK X - ILGNER No.168

- 2 -

While r prisoner of wer in the years 1940/1945 I was employed in the agricultural enterprise of Dr. Ilgner in Bugk, near Storkew, in the province of Brandenburg.

I certify that I myself, so well as my comrader were treated particularly well by order of Dr.Max IIGNER.

Dr. TIGNER improved our regular diet by having us supplied with wine and tobacco, - something which was expressly forbidden by the German authorities. Purthermore, at the time when the transfers of campa took place, Dr. Tigner took as to his own family in Queraburg, where I was completely free, - this in order to facilitate my repatriation to France.

In confirmation thereof I make this etstement.

Maucomble 7 February 1948

(signed) Pierre Bachelot

Scen for legalization of the signature of Bechelot P. made hereon.

The Meyor (Signeture) L.Bechelot

(Steap)

DOCUMENT BOOK X ILGUER No. 169

AFFIDAVIT

I, Dr. Fritz Ruediger, residing at Alsbach-Bergstrasse 10, have been duly warned that I shall be liable
to prosecution if I make a false affidavit. I declare
on oath that my testimony is the truth and that it was
given to be submitted as evidence to the Kilitary
Tribunal at Kuremberg, Germany.

The Defense for Dr. Nex Ilgner has shown me Prosecution Document No. II-839, Exhibit 1311, with the remark that the Prosecution argued from this document that Dr. Ilgner must have been familiar with Ordinance No. 13 of the Planipotentiary General for Labor Allocation of 1 Navember 1945 regarding the Maintenance of Order in Plants.

The document in question represents a memorandum of 12 May 1944 for Dr. Ilgner dictated by myself. From the middle of 1940 till the end of the wor I was counter-intelligence officer for the I.G. Berlin F.W. 7 organisation. The official duties I was charged with by the counter-intelligence department included advising the etriebsfuehrer Dr. Lax Ilgner of important official regulations which might concern the organization. To these belonged the Gestape circular quoted in the above-mentioned Prosecution Document.

The conclusion reached by the Prosecution, namely that Dr. Ilgner was informed of Ordinance No. 13 of the Plenipotentiary General for Labor Allocation, is erroneous.

The title only of this directive is quoted in the circular of the Gestapo, State Police Operations Eq. Berlin, which I reproduced. As appears from my note of 12 May 1944 submitted as a prosecution document, I myself neither attached the said Ordinance of the Plenipotentiary General to my note, nor did I state that this Ordinance was actually handed on to Dr. Ilgner. I personally had no knowledge of Ordinance No. 13, for its regulations did not apply to the I.G. Berlin W. .. organisation which, as a purely office installation, all not omploy any forei mers. Essically, in the Capacity of counter-intelligence officer for I.G. Berlin N.W. 7. I has not informed of the Ordinances of the Plenipotentiary General for Enter Allocation because foreign labor was not included in the trinted returns of works porsonnal requested of me by the counter-intelligence domarthent.

Poroign artisans who, in 1944, were put temporarily at the disposal of the I.G. Berlin N.U. 7 organization by some plants, always remained, administratively and disciplinarily, amployees of the I.G. Works concerned to which they returned on termination of the short-term amorjancy work with the I.G. Ferlin I.I. 7 organization (clearing of mir-raid damage construction of buts etc.).

(Signed): Dr. Fritz Ruediger Swern to and signed before me this 26th day of January 1948 at Frankfort/Min by Dr. Fritz Buediger, residing at Alsbach/Bergatr., Eschnleinstr. 10 known to me to be the person making the above effidevit.

Frankfurt/Main, 26 January 1948 (Signed): Dr. Walter Bachem.

DOCUMENT BOOK X HIGHER No. 170

AFFIDAVIT

I, Heinz Marl Fanslau, presently at the Courthouse prison Murenberg, Germany, have been duly warned that I shall be liable to prosecution if I make a false affidavit. I dealere on outh that my testimony is the truth and that it was given to be submitted as evidence to the Military Tribunal at Murenberg, Germany.

I have been informed that, according to an affidavit by former SS-Obergrupg entuchror Ossald Pohl, I am end to have morked satisfactorily together with Messre. How Ilgner and Tibbels Durotzke for many years, and that, therefore, I am supposed to be in a position to testify in detail concerning them. The name Max Ilgner has become familiar to me only today, from the I.G. trial. I do not known him by sight even now. I still do not know Herr Lithels Merotzke - not even by name. How former Obergruppenfushrer Oswald Pohl could make a statement to the contrary, is absolutely incomprehensible to me.

(Signed): Heinz Korl Fensleu (Heinz Karl Fongleu)

Sworn to and signed before me this 5th day of November 1947 at Murenberg by Herr Heinz Karl Fanslau, presently at Murenberg, Courthouse prison, known to me to be the person making the above offidevit.

> (Signed): Curt P. Preiherr von Steckelberg Attorney-Et-Law

> > -1

DOCUMENT BOOK I ILGER

CERTIFICATE OF TRANSLATION

9 lingch 1948

We. 20151, and George GOODMAN, No. 54789, heroby cortify that I am theroughly convergent with the English and German languages and that the above is a true and correct translation of the Draumont Brok X Ilgnor.

Jrhn FOSBERRY Nr. 20179

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Wo. 20151

Gerrge GOODMAN, No. 34789 Case 6 Defense

TRIBUNAL VI

CASE VI

DOCUMENT BOOK XI

(Supplementary Volume)

for

Dr. Max Ilgner

Submitted by Dr. HERBERT MATH

Attorney-at-Law and Defense Counsel

going



Index to Locument Book XI

(Supplementary Volume)

for Dr. Yax Ilgner

Doc. No. Exh. No.

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Def: Ilgner Document Book I: Afficavit by Dr. Wilhelm HAAS, sesistant to the I.C. Verbindungsnews for China, After his dismissal from the Foreign Service in 1938 on account of his political unreliability and his marriage to a Jeress, the witness was employed by I.G. Dorlin . 1. 7, Dr. Higner traying succeeded, as a result of difficult negotiations ofth the Foreign Organization, in obtaining approval for the derective of the witness for China. "I have for ILGNAR's tenicity in face of opposition on the part of the Foreign Organiration of the HSDAP, which was the expression of a norm personal interest, for the feet that I was able, on account of the generous privisions made for my stay abroad, to safeused by finily from persecution and hardship, with or fear that the tasks allotted on and the directions given me personally by Dr. Hener for my work would conflict with my strong opposition to the wational Socialist ideology, of which Dr. Ilgner was well aware before it was screed that should work in collaboration."

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Ref: Iliner Document Book II: Pages 1-20: Affidevit by Willi Helfort, Proburist of I.G. Forben Berlin M.W.7. The witness comments on Prosecution Document BI-10923, Exhibit 844, Decement Book 46. Some of the departments quoted in this document did not, according to be strtement of the witness, fell within the province of I.G. Berlin N.W.7. The witness andlyses expenditure and cites various liabilities tich Berlin N. 7. 7 was composited to discharge. "The expanditure of the Berlin 7 Officecomprises only the exponiiture for work the execution of which, in the interests of its export trade and of the procurament of raw materials, is essential to any major industrial enterprise. 5-40

The relatively high expenditure for salaries and for the support of dapondents weeky indicates the effort made by the elunt in the form of welfare work to signify their recognition of cutstending achievements or by way of help in cases of margantal need."

5-10

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Hof: Hener Document Book II, Pages 21-72:

Afficialt by Dr. Friedrich-Tille in FIRNAU, specialist of the Economics Department (Vowi). The witness comments in dotail on Prosecution Ascurent 7493, Exhibit 860, Document Book 47. Even before he worked in the Researchee Denertment, he had personal connections with the officials of the Industrial Armamate Stoff (WiRueStab) of the OK'. The witness printained these personal relations after his entry into the Economics Department, by rooms of occesion-1 visits. "I never took adventage of these visits to settle problems of the I.G." "I was never commissioned by officials of the I.G., to settle my metter in independent negotictions with the Industrial Armaments Stiff." The negotiations with the witness monti med in the weekly reports of the Reich War thristry (Sec. 71-7493) can have referred only to the private visits. During the par, the witness bissolf was offici lly mosted to the Lacustrial Armaments Stoff as a soldier, Ho thorofore knows from personal experience how these reakly reports were corpiled. "For lact. of other events, the rest insignificant telephone conversations or personal visits word strand to be "official negotiations" in order to sirulate the highest possible degree of retivity, in accordance with instructions. This knowledge of the inside workings of the military offices et that time is essential to any correct estisate of the value of the world remote of the Beich or Enistry." To illustrate this, the witness cites a name of examples from the Prese-11-15 cutier decument.

301: Ilmer Document Book IV. Price 1-58:

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Afficevit by Alfredo LOLL, Buence-lines, Datuty - I.C. Varbindunganunn for Argentina. Logal proceedings were taken against the witass in the years 1945-1947 at the instigetien of the Argentinian authorities by the Junto do Vigilancia. All his activities from 1930 to 1945, including his work as I.G. Verbindungsmenn, were investigated, and found to be in order. The witness received an official cirtificate to this offect, dated 24 June 1947, "which signifies that no proof exists of activity directed against the Allied powers." The witness has appended photostat conies of the various dispositions of the Junto to his affidavit. 16-24

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Affidewit by Meinrich HC" Mil, Vicente Lopez, Armentine, I.G .- Verbindungsmenn for the Argentine. The diress states that, in his especity as I. C. Verbinoungarens, it was his duty to cointein control between the vericus sales combines of the I.O. and to report on all questions influencing business officers in the Argentine. He therefore followed closely such questions as the livelengent of the products of the Argentine, fluctuations of the arrivet, import statistics, the liviting of tenders and the founding of new enterprises within incustry occ. "I took the relovent dreuments from the drily and meriodical publications and from the mathly reverts sont to the fire by the veri us braks with when we dealt. In this, the reports sont by the Wittenel City and Eastern Broke to their clients were of morticular value to me." The witness nover had the impresent that his work served my purpose ther than the protection of the oursely business interests if the I.C. For him, too spatem of I.G. Virbindungsmonner was

"screwhat similar to the systems of long standing established on a considerably larger scale by other major firms such as Eugerial, I.U.I., Standard Oil etc.etc.". In connection with Dr. Ilyner's South merican trip, the witness observes that Dr. Ilyner ondesvoured to establish the closest possible contact with the mational City Bank" and our firm received instructions to give the above-mentioned establishment as much of our business as possible, a policy which we accordingly pursued."

The activities of the witness were likewise closely investigated at the end of the war. ... cortificate of good conduct was issued to him by the Argentinian arthorities, which closed him completely. The relevant documents have been appended by the witness to his affidavit.

25-32

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fidavit by hr. Wilneb: 1.38, assistant to the I.G. Verbindunganers for China. His duties in Chira consisted in the observation of the general economic milection, particularly the observation of illustrations of the parket, the currency situation, the development of industry and foreign brade, and, in addition, in the safeguarding of the business interests of the I.G. agencies in northern China, capacially as far as financial questions were concerned. Beyond this majore of activity, the witness never received commissions either from the 1.G. Verbindungsmann or from any of the other I.G. officus. It should be noted in particular that he was never entrusted with espionage or propaganda work for the Lird Toich. To all intents and purposes, his work as assistant to the I.G. Verbindengshann cano to an end in 1941.

The witness then comments in detail on Prosecution Document NI 7001, Exhibit 898, Document Book 48. In compiling his reports on the economic situation, he took into account the political situation of the country in so far "as this was necessary to a critical examination of the economic situation." In addition,

33-41

in the years 1939 and 1940, the witness wrote several reports on the political situation, mong them the report which forms the subject of the above-italianed Prosecution document. The mitness was not instructed to compile these political reports either by Dr. Ilgner or by the I.C. Verbindengenann. "On the contrary, I compiled them on my own initiative, in order to provide the reader with arguments a minet Hibbentrop 's policy which in the last analysis envisaged the entension of the war to the Far Lat, I giving him an objective exposition of the weaknesses in Japan's policy of force. This ain is the clearly expressed in my report of 18 October 1939. " These political reports were based solely on importation which was accessible to over one. as the witness was attacked for his cofoatist attitude by national socialist circles on the grounds of those reports, he ceased to write them, of his own necord.

During the ported spent by the mitness in China for the I.G. he served as confidential a ont (Vertrauenmann) of the Nofegoo Committee of the Occuranical Church Council in Gonf, in connection with the cars of Protestant refugees of Jewish demonst. In addition, he ustablished a wolfare service in Policy for destitute Commons persecuted under the Lexi Regime. The witness has appointed contificates to this offeet from the Occasionical Refugee Committee, Conf and from .r. robur F. right (Travellin, Pollow Harvard Yonching Institute, Poining), to Mis afficient. in I.G. -Vorbindungsrenn for China was aware of the witness hessile attitude towards National Socialism and, in a Conoral may, of his anti-masi activities, without using this imenledge to influence in any way my post with the L.G., despite the fact that attacks were being made on me by the Party sutharities."

33-41

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Tridevit by Dr. Warner Chie von NEWIG, former German Consul Coneral in the B.S.M. The witness describes from personal experience the work of the United States and Common Consulates in connection with the writing of economic reports, In this work, the activity of the Government offices of the other country was given friendly support by both parties. On the subject of the activities of I.G. observes that the idea that those agencies were endeavouring to obtain information on the aconomic situation other than that which was made directly accessible to them, never occurred to him, "In my official capacity, I would nest certainly . ave known if the I.G. Farben had received any commissions outside the sphere of their normal business activities."

42-44

255

If it is a Decement Book IV, pages 59-92; If idevit by Dr. Guenther IVIN- FARIE, who states that his connections with the OU.- bwohr are in no way steributable to the activities of the I.C., but were of parely personal origin. The Witness was a friend of Colonel Pickenbrock.

"Norr Dr. II nor not Colonel Pickenbrock lering the winter of 19/1 or 19/2, on the occasion of a dinner in the Deutscher haslandschub in Berlin. I believe that this was the only occasion on "Vich Herr Dr. Ilenor not Colonel Pickenbrock."

45-47

178

Mof. Ilgner Document Book V, lages 1-27:

Ifidavit by armst Freiherr von MIZZABOKER,
former State Secretary to the Foreign

Office. The witness comments on Presecution
Document NI 1556, Exhibit 2036, He welcomed

Dr. Ilgner's efforts to establish an international economic agreement and therefore
instructed him in April 1938 to tell Herr

Tabl, Director of the December Department
of the Foreign Office of his idea.

- 1:8-49

179

Ref: Ilgner Document Book VI Affidavit by Guenther SCHILLR, personal assistant to Dr. Ilgner from 1931 to 1936. Ho describes in detail the purpose and the course of the business trip to the Scandinavian countries undertaken by Dr. Hener in the summer of 1933. This journey was made in the interests of the I.G. export trade which was jooperdized by the foreign beyeatt of German products During this trip, Dr. Elenor publicly and clearly put before his hearers, the point of view of German Economy which was developing along international lines, "This had nothing what soover to do with propagarda,"

180

Affidavit by Dr. Kurt HUSCER, Dr. Ilgnor's Deputy in Berlin MW 7. He comments on Prosecution Document .NT-1075, Exhibit 816, Document Book 45. The witness states that the general attitude of the I.G. towards requests that I.U. organizations be put at the disposal of cortain Party schomes was "to undortake as little as possible on the one hand, while refraining from causing annoyance by obstincto refusal to comply with requests on the other." It was scarcely possible to refuse arean's request mentioned in the Prosecution Document, as there was no remotely plausible reason why it should be refused. For the rest, the I.G. hoped "in this way to clear the way for a more rational attitude towards foreign trade, than that to which we had been accustomed in Party circles up to this time, particularly in the Party Press."

181

Raf: Tigner Document Book VIII,
Fages 1958:
Affidavit by Hans CROOM, the, as Chairman or chief member of the Fereign
Trade Committees of the Industrial Economy Organization is well informed of Dr.
Ilgner's activities in connection with
the countries of South-Eastern Europe.
He states that it was Dr. Higner's

181 ctd.

constant aim to establish the economy of the Balkan countries on he-1thy foundations and an independent footing. When firms were founded, Dr. Ilgnor always advocatod that the majority of the shares remain in the hands of the industries of the country concorned. "In my presence, Dr. Hener froquantly opposed the efforts of the central authorities in Borlin to override and dominate Gormany's partner in commercial transactions,"

57-63

182

Hef: Ilgner Dogument Book D., Pages 1-84. Afridavit by Guenther SCHILLER, being a supplement to the statements ado by the witness Hottenberg under cross-carmination conducted on 6 and 7 February 1948 before the Commission in Case 6 (Pages 6688 and 6696 of the Court Transcript). The witness states that he came into contact with Director General Pollak only in connection with business matters, that he kept the officials of the Credit Bank informed of his conferences with the afore-mentioned. The witness states, furthermore, that he considers it impossible that Homeoreialrat Roth should not have forwarded to the Credit Benk, I.G. 's offer of RE 3 Million for 36% of the share capital of the Sanda-Wohnlor-Worke.

64-65

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Affidavit by Dr. Nurt KBUNG E, buing on explanation of the expression "to how! with the solves" used by him in the course of a cross-exemination conducted by the Defense before Military Tribunal VI (Pege 2971 of the Court Transcript). "To head with the nolves" means "to protond to be a wolf in the hope of deceiving the colves into thinking that one is of thouselves, thereby avoiding boing torn to piccod." The proverb used by the mitness is incorrectly used on Page 103 of the Prescention Trial Briof. 66-67

Doc.No. Ren. No.	Contents	Fago
256	Affidavit by Herr BAESGLZR, former office chief in the Office of the Central Committee of the I.G., Frankfurt. He gives the names and dates of retirement of those former members of the Verstand of the I.G. who were still alive at the time when the charge was brought, but who were not indicted. 20 men are involved.	68-69
184	Affidavit by Dr. Max HGMM on his absonce from his headquarters in Berlin Mm 7, in the years 1938 - 1940.	70-71
185	Affidavit by Dr. Mar. HATER being a correction of and supplement to his affidavit NI-670C, Edubit 771, Document Book 17.	72-74
186	Affidavit by Dr. Max HERLI, boing a correction of and supplement to his affidavit NI-6544, Exhibit 377, Document Book 17.	75-79
167	Africavit by Dr. Max HEMER, being a correction of and supplement to his affidavit MI-6702, Exhibit 772, Document Book 17.	60-84
168	Afridavit by Dr. Max ILCill, being a correction of and supplement to his afridavit NI-6701, Exhibit 773, Document Book 17.	85-86
189	Affidavit by Dr. Max HARLE boing a correction of and supplement to his affidavit NI-6713, Rehibit 512, Document Book 17.	87-91
190	Affidavit by Dr. Max Hillian, being a correction of and supplement to his affidavit NI-6649, Ramibit 339, Document	00.04
	Book 17.	92-98

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Doc.No. For.	NoContents	Pago
191	Affidevit by Dr. Max HERRY, being a correction of and supplement to his affidevit NI-6699, Exhibit 297, Document Book 17.	99-10%
	BOOK 1/*	33.24.04
192	Affidavit by Dr. Max HGHTE, being a correction of and supplement to his affidavit NI-6348, Exhibit 1209, Document	
	Book 65.	105-107

C

I herewith certify that all the documents contained in this document book are exact copies of the documents submitted to the Court.

Nuemberg, 27 April 1948

Dr. Herbert NATH Attorney-st-Law

Affidevit.

I, Dr. Wilhelm HAAS, Bremen, Costerdeich 92, have been duly warned that I shall render myself liable to punishment for making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as swidence to the Military Tribunal VI at the Palsee of Justice, Nuermbers, Germany.

I declars on path the followings

From 1922 till April 1937 I belonged to the higher foreign service of the German Beich, finally as Legation Secretary and Chief of the Trade Department of the German Behavay in Tokyo. On 27 April 1937 I was retired permanently in accordance with article 5 of the They for the Esconstruction of the Civil Service* of 7 April/ 23 June 1933 by Accres of the Seich Foreign Minister. The reason I was given for the moneure was that I offered no guarantee for my wholehowsted support of the Mational Socialist idelogy and that I did not show the National Socialist symbols. My wife was considered a Jawess according to Dational Socialist terminology.

After my distinct from office I left Japan for Germany in the summer of 1937, in order to make private economic contacts as a basis for earning my livelihor as an economic navisor.

ILGNER DOCUMENT No.171 Exhibit No.....

so that I could remain in Japan with my femily and create the
material pircumstances necessary for the emigration from Gormany
of my prents-in-law, who were the patents by racial personation,
and could sugrantee their implied in exist. Immediately after my
marrival in Berlin Dr. Max I L G N E B, whose acquaintance I d made
on the occasion of his study tour in the Par East with Dr. Taul
LEDROER in 1934, sent word to se that he was proposed to employ so
as an associate of the I.G. Forben in Japan, on condition that the
Feroica Drawisstion of the PSDAF and in particular its party
offices in Japan like not oppose the proposed explormant. Dr. ILG. En
condition that it was accommany to fulfil this condition, on the one
hand in order to propose the I.G. arminst the Party and on the other
hand to protect me as I are possible arminst further persocution
by Perty functionaries.

After I had returned to Jayan and received there the worked guarantee of the Regional Group Lorder of the NSDAP, BILLYAM, that he would not appear by intended employment in Jayan, it appeared after my second return to Germany at the beginning of 1938, for the purpose of concluding a contract of association with the I.G., that the Foreign Organisation

of the PSTAP opposed my coployment in Jopan, owing to a sharply worded vote of discont received from Barlonal Group Loader SILLMAND in the interim. After half a year of constant offert, which proved his worm sympathy for the Asarcraus situation of my family, threatened by recial persocution, Dr. ILGNER succeeded in inducting the Head of the Foreign Organisation of the FSDAP to telerate my employment as an associate of the I.G. in Forthern China. However, he had to promise this party official that be would held so under contract not to travel in Japan. On 22 September 1939 an agreement concluded verbally on this balls between no and the I.G. on a relationship of association we confirmed in writing. At the beginning of 1939 I emberated to China on the basis of this agreement. On this operation, my wife and children had to use an emission of passociation and which excluded them from returning to Germany.

I owe it to the parametriace of Dr. ILGUER with the Forcian Or-contention of the USDAF, region to by worm personal interest, that I was able to this security for my family as inst personation and want by means of a well-paid position abroad. This was done in such a way that I had no need to four the the duties assigned to be and the instructions on my work given no by Dr. ILGUES personally

HIGHER DOCUMENT Ro. 171 Exhibit No......

would bring me, into conflict with my own lively rejection of National Socialist idelacy of which Dr. HOWER was well means before the contract as association was concluded.

> Brumen, 2 March 1943 signed: Dr. Wilhelm FASS

2011 of Possesses 201/1946.

I herewith extest and cartify the above signature of Dr.
Wilhelm H A A 5, residing at Browen, Conter sich 92, whose identity
was established by no after seeing his official pass with
photograph, issued by the Chief of Police at Transm on 14 January
1948.

Sormon, 4 March 1948

signod: Signature

1 3.

BODDENDY_

Para. 154 of the Romantion covering Expenses of 25 November 1935 Preparetion value: 3 Pro. RM

Foo Para, 144, 35,39		4, 301
Affitional for Parr. 53, 53.		

	Zotol-	3 Bt

The Motary:

5.

Affidavit.

I, Willy EMPERS, residing at Luiwicahafen/Shein - Friesenheim, Leopoldstrases %, have been duly werned that I shall render mysolf liable to punishment by making a false affidavit. I declare on eath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI at the Palace of Justice, and depose the following:

I was an employed of the I.G.. Farbenindustric Aktioneceolischaft from 1917 onward, or prior to the parter in 1925 of the
Badische Amilia- & Soda-Pabrik, Ludwirshafen/Shein. I beloaded
to the Central Finance Administration from the time of its
cetablishment. In 1934 I was appointed Prokuriat of the I.G.,
Parhenindustric Aktioneceolischaft. From 1937 onward I was
responsible Department Chief (V.A.), and from about 1940 coward
I was also Batrichafuelrefe Deputy within the meaning of the Law
for Becalition of Mational Labor. My nosition and my work for
I.G. Borlin WW V over many years and the examination of the
yearly reports of the Chemic - Povisions- and Treahend- G.D.b.H.,
Borlin comble me to make the following statements:

With recard to the survey of the expenses of the Borlin offices for the period from 1933 till 1944,

it should be noted that this contains a whole number of offices which do not fill within the sphere of responsibility of Barlin NW 7.

- 'i Thay are the following offices!

Sekrethript Goh. Bot Dr. SCHITZ

Vermittlum. satella W

Vermittlungustells Forth

Office (Buero) A

Special Questions KBAUCH

Office GATTITEAU.

'If the magazeon for these offices are deducted, the following expenditure results for the Berlin DV 7 offices for the period from 1932 till 1944:

ogual to \$ of the cross proceeds of the years conserved.

in	1933	no roudentaly	206	1,130,000,-	0.7
in	1984	*	DM.	1,667.0~	0.95
in	1935	*	EM	2,181,000,-	1.1
in	1336		ME	2,783,000	0.92
in	1937		IM	4,013,000	1,1
in	1936		101	5.678.000	1,54
in	1939		IM	5.955.000	1.13
in	1940		EM	6,442,000	1,12
in	1941		EM	6,781,000	0,96
in	1942		TM.	6.370.000	0.77
in	1943		EM	6,969.000	0.80
in	1944		EM	8.277.000	1,50

Higher Document No. 172

During 1944 the increase in costs to 1.5 % of the gross proceeds is to be attributed to the steep decline in production and thus in seles, which was caused by war denage. The gross proceeds during 1944 have fallen short by about 40 % as against 1943.

In each year the share of salaries in the total cost amounted to more than 40 p. It should be taken into consideration that from 1939 operat this includes voluntary payments granted in sid of new drafted to military service and/or their families, which amounted to 25 5 of the salary, or 10 p of the total expenses.

During the war years 1943/44 about RM 500.000.- each were spent in preparing emergency production plants (Emenden, Buck, Brimenns-dorf, Echnits etc.) (Ausweignstellen), which are included in the total expenses.

Furthermore, the Berlin offices were consided by Transfort with an appropriate source for social welfers expenses (pensions, contributions for aid etc.), which amounted at an average to 12 - 14 % of the total sum for salaries or to 5 - 7 % of

As to taxes, the Berlin offices were also charged via Transfort with large annual amounts, for instance:
in 1942 with about EM 880.000.- (equal to approximately 10 % of
the total expenses)
in 1943 with about EM 1.052.000.- (equal to approximately 15 %
of the total expenses).

Hener Document Ho. 172 Emiliit So.

The total amounts for each year include considerable expenditures for rent exceeding RM 750.000.- annually. These were special riditional appenses of the I.G. plant in Berlin BW 7, which was located in a building not belonging to I.G., in a part of Berlin known for its extremely high rents.

The general administrative steff of the SW 7-offices - originally small - i.e. the Personnel Department and administrative Department (for instance matting, messangers' centre, attendents, chauffours, kitchen staff) had to be considerably increased whom later on owing to shortege of space in the unsconnectably utilized old-fashioned office building Unter den Linden 78 different departments were housed in different buildings (Brummenstrasse and Kochstrasse) and at the same time those houses had to be provided with their own masses and domestic staff. The considerable scattional expanses for this work distributed among all departments of the SW 7-offices and are thus included in the own real expanses.

If we deduct the suns, included in the over-ell expenses, on the amount of which we could not exercise any influence in so far as they were charged to our account on the basis of the procedure adopted by Frankfort, or the amount of which was dependent on local conditions (for instance rant, cost of administration), and also payments for purely charitable purposes (contributions in aid of staff numbers drafted to military service

Higher Document So. 172 Emilit No.

end/or of their families), the following expenses are shown for the years 1933 - 1944 for the I.G. Berlin DW 7 :

1933 872.000 0.53 1934 1.152.000 0.66 1935 1.566.000 0.78 1936 2.100.000 0.69 1937 3.979.000 0.81 1938 3.964.000 1.08 1939 3.491.000 0.65 1940 4.107.000 0.71 1941 4.032.000 0.57 1942 3.640.000 0.46	Your	Exponess RM	Percentage on the gross proceeds
1935 1.568.000 0.78 1938 2.100.000 0.69 1937 2.979.000 0.81 1938 3.964.000 1.08 1939 3.491.000 0.55 1940 4.107.000 0.71 1941 4.032.000 0.57	1933	872,000,-	0.53
1936 2.100.000 0.69 1937 3.979.000 0.81 1938 3.964.000 1.08 1939 3.491.000 0.66 1940 4.107.000 0.71 1941 4.032.000 0.57	1934	1.152,000,-	0.66
1937 2.979.000 0.81 1938 3.964.000 1.08 1939 3.491.000 0.55 1940 4.107.000 0.71 1941 4.032.000 0.57	1985	1.566.000	0.78
1938 3,954.000 1.08 1939 3,491.000 0.55 1940 4.107.000 0.71 1941 4.032.000 0.57	1935	2.100.000	0_69
1939 3.491.000 0.55 1940 4.107.000 0.71 1941 4.032.000 0.57	1937	3.979.000,-	0.81
1940 4.107.000 0.71 1941 4.032.000 0.57	1938	3,964.000	1.08
1941 4.032.000 0.57	1939	3,491,000,-	0.56
The state of the s	1940	4.107.000	0.71
1942 8.640,000 0.44	1941	4.032.000	0.57
	1942	8,640,000	0.44
1943 3.946.000 0.45	1943	3.946.000	0.45
1944 4.787.000 0.85	1964	4,787,000	0.85

All functions of the I.G. plant in Borlin NW 7, before the formation of the Berlin offices, were attended to by the individual works or cales combines and were centralized only for purely economic considerations. Thus the expenses for the I.G. offices in Borlin NW 7 do not constitute new expenditure, but expenses marely shifted from the factories or sales combines to Berlin NW 7. The expenditure

Ilgner Document No. 172 Exhibit No.

for the I.G. offices in Zerlin NW 7 does not constitute, as the Prosecution tries to assert, the financing of an espionage centre, but involves solely the cost of functions necessary to every large industrial enterprise in the interest of its exports and the procurement of raw centerials. The comparatively high expenditure for salaries as well as for welfare support only bears witness to the attitude slopted by the management in appreciation of extraordinary efficiency or in order to last personal distress. Ladwigshafen on Ehine, 4 Merch 1948

eigned: Willi Helfert

I, herewith certify the above signature of Herr Willi Holfert, budwigshafen on Shina-Friesennein, Leopoldstrasse 25, whose identity was ascertained by Le. Dr. Kerl Acker, ann. Ludwigshafen on Enine, 4 March 1948

> eigned: Dr. Ackerman Notary.

Sunl

DOGRHAM ILGUR No. 173

AFFID VIT

I, Pr. Friedrich-Libeln FEMILU, born 22 pril 1913 in Goerlitz, Living in Stuttgart S, Bau rente 69, have been duly warned that I chall render myself liable to punishment by making a false statement. I declare on my oath that my statement is true and that it was made in order to be submitted as evidence at the Utilitary Tribunal No. VI, in the Falace of Justice in Nuremberg. I declare the following:

I make the following declaration concerning Document NI-7493, Robbitt No.060 of the Prosecution which was subsitted to me by the Defence:

From Lovemer 1937 to April 1941, I sorved as a specialist for the affairs of the Middle East and of Africa in the Moonandes Division (Vovi) of the I.G. in Berlin M. 7. There I was the sub-ordinate of the chief of a sub-division. The head of the entire department was Dr. HATTHIGHM. I had already had personal relations with the officials of the Office for an Moonand and Armaments (Mikeestab) of the Sigh Command of the Army, before the period of my solvent in the Vovi, arising from the fact that in 1936. I had written a dissertation on the subject of "The Orient in the dritish Lyire" and had been looking for a professor the sould accept this took as the preliminary for it doctor degree. At that time I was

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Exhibit No.....

directed to the University Teacher, Major Dr. HESSE, who was interested in the those and accepted by thosis. I owe it also to Dr. Hesse that I could finish by studies, which I could not have done without his help, since at that time I found myself in great financial distress. From this time, despite our divergent political views, there existed a personal friendship with Dr. Hesse. Owing to Hesse's intervention, I was employed for several months in the MikueStab as an assistant statistical clerk and as a result, formed some personal connections with this office,

After joining the Yowi in November 1937, I kept up these personal relations with some individuals of the Wikestab through occasional visits. The "negotiations" which are mentioned in the weekly bulletins of the Reich for Linistry (Document NI-7/73) can refer only to these personal visits of mine. I never carried out cosmissions for the I.G. on these visits. Only occasionally, I handed over to officials of the Wikestab, with the knowledge of my superiors at the I.G., some reports propared in the Word, which was nothing extraordinary, since everybody who was interested, Gorner or foreigner, could obtain the reports of the Word if he so desired. I was never entrusted by officials of the I.G. to negotiate independently with the Wikestab. At the end of

DOCUMENT ILLES No. 173

August 1939, I accompanied Dr. REITHENGER and Dr. JUHN, of the Vowi, when they visited the WiRueStab and was present at their negotiations.

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The emerpts from the weekly tulletins of the Reich War Limistry (Doc.Ni-7493) presented to me, attach far too much importance to the discussions which I had at that time with the gentlemen of the MRMeStab. Since I was myself assigned during the war (1941/42) as a moldier to the Middle-East-Division of the MRMeStab by military order, I can explain from my own experience how the authors put their reports together. For want of other events, often the most unimportant telephone conversations or personal visits were declared as "official actions" in order to pretend in accordance with orders the liveliest activity possible. This knowledge of the internal office activities of the military agencies of that period is essential, in order to evaluate correctly the weekly reports of the Roich for Ministry. I quote some examples from the submitted documents:

In the spring of 1939, I had finished the work on a lecture on oil supply and oil politics of the British empire. I would emphasize that this represented a personal effort of my own, which had nothing whatsoever to do with my activities in the I.G.

I cortainly discussed it with officials of the WikhneStab, which had not to/entirely exaggerated article in the weekly reports, under the title, "Discussion with Dr. FELLOW concerning the supply

DOCUMENT ILCHER No. 173

of Oil to the British Empire" (this relates to the report of 23 March 1939). I would add, by the way, that the lecture was at that time . published in full in a magazine,

The expression, "handed over a work" which frequently recurs in the weekly reports, does not mean anything other than giving them a Vowl-paper. The same applies to a note which appears in the weekly report of 1A June: "Discussion on the use of and evaluation of the archives and the library of the L.G. Farben." "Archives and the Library are, according to a statement by Fernau, always at the disposition of the W-Stab." This means nothing class but the statement which I made at that time, namely, that the archives of the Vowi — us was actually the case — were open to anybody in Germany or abroad. The Vowi had attained to a large degree the characteristics of a lord Economics Institute.

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The passage under date of 14 June, "Dologate of Lieutenant Colonel Br. HESSE to the Leoting of the Institutes for Military Sciences" conceals nothing further than the fact that Dr. Hesse asked me, as his friend and not as an employee of the I.G., to attend the meeting and to report on it to him, as he could not go himself. The I.G. had nothing that seever to do with this matter.

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To summarize, I declare that the statements contained in the weekly reports of the Reich Har Ministry may be falsely construed if taken at their literal value.

From my activity for the Countries Department of the Vovi, I can add that in any case the WiRueStab has certainly never obtained any confidential information concorning the field of my activity. Moreover, during my activity for the Vowi, I had worked only with those sources of information which were swallable to every private individual; I never saw any kind of confidential information concorning foreign nations. I have also never heard anything about such matters.

Stuttgart, 27 Pobruary 1948.

mignod: Dr. Friodrich-Wilhelm FERNAU

I herewith certify the above signature of Dr. Friedrich-Wilhelm FERNAU, Journalist in Stuttgart-S, Enumerate 69, who has identified himself with the identification eard of the Police Presidency Stuttgart, dated 31 October 1946.

Stuttgart, 27 Pobruary 1948.

signed:

Signature Notary Public.

Stamp:

No. of the Register 28/1948
Value: 3000,- RM.
Fees: Faragr. 39 RKO 4:- RM
Turnever Tax
Total: 4.15 RM

signod: Signature Notary Public. Document HIGNER No. 174

Exchibit No.....

Alfredo Z. 1911 San. Martin 235 Buenos Aires.

Buenos Aires, 24 February 1948

Dr. .. Vinessa Attorney-at-Law Bollwork 19 B E R H

Dear Dr. Vinacca,

Four letter dated 5 February 1965, addressed to Mrs. Elsa Carlota L. de Honann, was sent to me for information. I also received a copy of a letter to the I.G. lisison officers (Verbindunganaenner) which whose it clear on which points to your defense of the I.G. officials in Muernberg you want no to state my opinion.

To begin with I should like to state: that I, ALFHEDO EDUCATIO IDLL, born in Buenos Mires on 14 September 1903, shall render syself liable to punishment for mixing a false statement. I berewith declare under oath that ay statement is true and was rade in order to be submitted as evidence to the Millitary Fribunal in the Palace of Justice of Muernberg.

The accusations which are made against the I.G. officials, are known to me, as similar questions and accusations were also reised against me during the proceedings lasting two years instituted by the "Junta de Vigilancia y Disposicion Final de la Propiedad Energia" at the institution of the Argentinian authorities.

On 19 December 1945 I was informed of the official Resolution No. 447 of the Junta de Vigilancia, which was made on & November 1945 at the instigation of the American/Argentinian Countries. Mr. Hector Albert Colombo was appointed Official Investigator, and it was his task to investigate thoroughly my activities and transactions from 1930 until the end of 1945 (Photostat copy of the letter dated 19 December 1945 is enclosed).

On 24 June 1947 the same Junta de Vigilancia made another resolution under the Number 3322, according to which neither my firm nor I myself was affected by the Decree of the Ergentinian Government No.11.599/46, which means that no offenses had been committed by me against the Allies (Photostat copy of the letter dated 24 June 1947 is enclosed).

DOCUMENT ILLENT: No. 174

Exhibit No.....

As the questions and interrogations to which I was subjected deal mainly with the questions asked by you, I take the liberty of sending you a photostat copy of the questions which I was asked and the answers which I have. The relevant documents are also at your disposal in case they should be united. All documents are attached to the record of the official investigation which was made here.

Ith reference to the individual specific questions concorning Dr. Ilgner, I should like to state that I accompanied him during the greater part of his South American journey through argentine (my home country), Druguey and Chile/ To my mind, the purche of his journey was to study the South American countries in order to determine in which fields an active participation by the I.G. Ferbenindustric would be vital to their business interests, in view of the fact that it was beeching more and more obvious that English Imperial Chemical Industries Ltd., London, and Dupont do Monours, Almington, were launching a roal offensive in the La . Plata States. In my capacity as confidential agent (Vertrauensmann) for various international cartols in Argontine, in which Swiss, Propos, English, and to a considerable extent, American industry were largely interested, I was able to see how intricate and intermoven the remifications of the chemical interests of these countries WOLD.

During his stay in Argentina Dr. Tigner and I went to see the leading officials of the National City Bank of Now York, the Standard Cil, Dupont, and I.C.I.: we also visited Argentine Government authorities and trade and industrial circles. He also contacted the official Goran agencies. Being an Argentinian I was not able to find out what Dr. Higner's relations to Party authorities were.

by own business activities after Dr. Higher's journey were a proof to me, as well as to the ingentine authorities to investigated by transactions, that I, in my especity as I.G. Verbindingsmunt, had to deal purely with business ratters. Various proofs for this can be found in the enclosed original documents.

he for myself, I joined the I.G. branch, ANTHRIAS ALEGANAS Same, on I September 1926 in Bucnes area. By father, an Argentinian, also worked there as a director, as his own firm had formerly represented the Badische Anilin- & Seda-Fabrik, Ludwiga-hafen/Rhine. After periodical visits to Frankfurt I was appointed deputy manager in 1934 and manager of two ANTHRIAS ALEGANAS Same in 1939. After wer broke out I want to Europe (Italy, Smitzer-land) in order to establish new connections and sources of supply for our live, and after two journeys to all the South American countries, I remained in the U.S.A., with the official approval of the American Covernment, as buyer for all South American firms. For private business reasons I left the I.G.Farbeningustric in July 1941 and also

D.CULENT HART. No.174

Exhibit No.....

severed my connections with Anilines Alexans S.A. Since 17 October 1941 I had connections either direct or indirect with I.G. or any of its subsidiaries.

Yours faithfully

signed: A. Hell

I hereby certify that the above alguature "A. Moll" was made before no by Senor Alfred Holl, who is personally known to me.

Buenos Aires, 4 March 1948

Stonp 1,642338 of the Argentine Republic. 1.s. signaturo Stemp

Ilgner Document No. 174
Exhibit So.

EICERFT

from the enclosure to a letter by ALFREDO E. 1 O I L , dated 24 February 1948.

Ministry for Foreign and Cultural Affilias.

Committee for the Control and Linuisation
of Energy Fromerty.

Buenos Airos, 19 December 1945

Mr. AlfREDO S. 10 I L , San Unrtin 235 Bacnes Alres

I have the honor to inform you that the Committee of Control, with resolution No. 447 of 6 November of this year, decided to carry out an investigation of your activities in order to clarify your position with regard to the decree No. 7032/45.

The reserve of this letter, the auditor Mr.

HECTOR ALBERTO C C I O V B O , has been entrusted to carry
out the above-marticand investigation.

Very truly vours,

Signature:

FRENANDES TARCIDA

INDRES PERILIDES TARCADA

(Stamp)

(page 1 of original)

10

....On the twentysixth of February in the year one Thousand nine Hundred and fort six, lr. Alfredo R. P o 1 1 arreared in Buenos Aires, before the Committee for the Control and Liquidation of Energy Property, Galle Cordoba No. 731, and made the following statement to the official suditor, in answer to the questions put to him:

- 1. At what time did you receive the power of attorney from the I.G. ?
 - I received the power of attorney from the I.C. on I February 1938.
- 2. For what purpose did you obtain this power of Attorney?
 - In order to represent the I.G. with the Central-Government for business concerning the Pabrica Militar de Polvera-Villa Maria-Coriobe-y Acido Nitrico Sintetico Rio 3°. I also used it in December 1939 to support a claim at the Matichal City Bank of New York, Puenes wires Branch, for a lien which was riven to the said bank by the I.G. for merchandise deposited with the Anilinas Alerenas S.A.
- 3. At what time did you relinquish it ?
 - I gave it back on 17 October 1941.
- 4. That were your reasons for giving it back ?
 - In order to separate symbol coordately from the I.G. and the Smilines Alexanes S.A. and to be able to work for my own account with the United States.
- 5. Did you ever receive any compensation for your services as holder of the Power of Attorney ?
 - In addition to the amounts which I received from the Anilines Alemanas 3.1. (annually \$ 28,000), I received from the I.G. as an extra compensation for services which I had rendered (see letter dated 21 Verch 1938) an amount of \$ 3,000.
- 6. Bid your seperation from the I.G. take place as a result of your own wish or was there an oral or written agreement?
 - In July 1941, I sent to the I.G. a cablegree in which I notified them of my resignation due

Higner Document No. 174

to my own wish.

(page 3 of original)

.... the various branch managers possessed it.

- 18. Did you belong to the group of confidential agents (Vertrauensleute) of the 1.G. in the Argentine Republic who had to inform Berlin LW 7? (Verbindungsmanner).
 - From 1937 on I belonged to a group of confidential agents of the I.G. whose task it was to inform Perlin NW 7, and this lasted until 31 December 1939.
- 19. In what did their activity consist ?
 - My activity consisted in sending reports to the sub-division for Economic Investigations, i.e. reports concerning economic policies and Respection. In marticular I doubt with everything which concerned Ville Maria and Rio.
- 20.Who was the chief in Europe ?
 - Br. West I 1 g n e r, beed of the Berlin office NW 7 and member of the Vorstand of the I.G.
- 21. What position did you occupy in this group?
 - I had the third highest conition, the office of the second deputy.
- 22. What remunaration did you receive for this activity?
 - Apart from the \$ 5,000 which I slready restioned I received no resonantion.

(page 4 of original)

- 23. Do you enroge in this activity at the present time ?
 - I am no longer setive; I gave it un on 31 Locember 1939. .
- 24. What was the purpose of Berlin NW 7 within the I.G. ?
 - Berlin N. 7 was the financial center, where the financial policies of the I.G. concern were determined with respect to banks, insurance, participations in other commentes, and so on, where exempsic investigations were carried out in order to determine the transfer of the commercial policies which the commany should follow and the transs which influenced their general business.
- 25. Have you been or are you a anabor of the German National Social: Party (in Argentine) or of one of its affiliations of Corman origin, such to "Arbeitsfront", Ortsgruppe", "Landesgruppen", Auslandsorgenisation",

Hgner Document Fc, 174
Exhibit No.

"Mufklearungerusschuss" and the like ?

- I did not belong to any organisation of German origin.
 I only contributed to the collections for the "Minterhilfs-work" (winter help for the needy" which were organized in this country for the burpose of helping Germans in Argentine, who were allogadly in distress. My last contribution was donated to the collection in 1939.
- 26. At what time did you begin to work for your own account ?
 - I set up for my swm account on 21 November 1941.

(page 6 of original)

- 38. Please explain what the two "MCLL" files mortioned by you in your letter of 29 September 1987 to Herr Frenk-Fahle were about.

 (page 7 of original)
 - They deal with notes which I wrote to Herr Frank-Fahle about my complaints due to insufficient componention for my services in the anilines alemanas S.A., as well as the difficulties resulting from the increasing activity of the hatical Socialist Perty in the argentine, and the fact that I was not a German and did not belong to any of the Party organizations. These notes were about the talk I had at the beginning of 1937 with Dr. J. Overbeff and Dr.G.Frank-Fahle, when I refer to to complaints which I had node and said I wanted to resign. I withdrow my resignation when both gentlessa asked so to do so and when they grammed to fulfil my wishes.

(page 7 of original)

42. Give particulars as to your setivities in the following outerprises and with others which are not mentioned here.

e) Anilinas Elemana 3 A. Nuenos Afres.

(magn 9)

b) lower of Attorney holder in the I.G. Farbenindustrio

A.G. This was given on 1 February 1932 (registered

before the notary Guerrice on 27 June 1939) in the

meency required by the I.G. because of the license

granted to establish the nitric acid factory at Rie 3

and the powder factory of Koeln-Bottweil at Villa Maria
Borbeds. For this work I received \$ 5000. - according

to letter of 21 March 1938. In January 1938 I transferre

this power of attorney to Berren Kurt FLINCS and Budwig

WERDES. These continue asked so is their letter of

16 July 1941 to continue to hold it until they received

direct powers from the I.G. I finally relinquished the

power of attorney granted to so by the I.G. before the

notary H.GUTTICO on 17 Detaber 1941.

(page 15 of original)

..... The document in question was drawn up in order to carry out resolution No. 447 of the Committee for the Control and Fin-1 Liquidation of Energy Property.

It is agreed that Senor Alfredo E. MCLL will receive a copy of this original.

Ministry for Pordign and Cultural Affaire Committee for the Control and Liquidation of Enemy Property.

Suenos Aires, 25 June 1947

The Committee for the Control and Final Liquidation of Enemy Property passed in its session to-day the following resolution which is recorded under No. 3.322:

In view of the fact that the minutes No. 11.947 -M-47 and the

previous documents No. 100.008;105.448-f-46 concerning the investigation of the firm Alfredo E.MoLL carried out according to Desolution No.447, do not my ear to be contained in the togulations of decree No.11.399/46, and in consideration of the information obtain A the Committee for the Control and Final Liquidation of Enemy Property resolves:

Paragraph 1) The investi ation into the needte of the firm Alfredo E. MCLL, decree by order No.447, is declared concluded and the minutes are incorporated into the archive. . Paragraph 1) It is reported etc.

Cortified true cony.

Lucio &. GRAHAM

Chiof Clork

Bound Stapp

I. Hobert England, Civ.No. 20162, hereby certify that I am a duly appointed translater for the Spanish and German languages and that the above is the true and correct copy of the document.

Maeraberg, 27 April 1948

signed: Rebert HOFMAFF Civ. No. 20162

ILCHER DOCINERT No. 175 Exhibit No...... Boinrich HCMANH Vicente Lopes F.C.C.A. Gasper Campos 468 35 February 1948 Dr. W. WIMASCA, Attorney at Law, Bollwerk 19 Parm Door Dr. VINASSA, On my return from a journey into the interior of the country I found your kind letter of 22 Hovember of the last year. It appears to have been sent by ordinary mail due to some mistake and so was much too long on the way. My wife immediately acknowledged its safe receipt and received in the moentime your reply on the 5 inst, following which I immediately contacted Sener Alfreds MOLL in the some matter. As to the points on which the former I.G. Verbindungsmagazar are maked to dive their views in the defense of the I.G. officials accused at Muerabore, I , Mainrich Housell, born on 21 August 1895 at Altona, state that I render sysolf lbable to punishment by making a false affiderit. I doclars on oath that my statement to true and was made in order to be submitted as ovidence to the Military Tribunal at the Palace of Justice Muoraberg. For my part and dn behalf of my colleannes I most omphatically reject the occu-ation that the representatives abread of the I.C. and in particular the I.G. Werbindungsmanners wore actually nothing but comouffeed espionage agents working for 25

the Maris.

I was never anything but a merchant, as is proved by the following short corriculum vitaes After I had completed by approticeship with the firm Rudolf LIEMARN & Co., Humburg, import and export morehents, I went to Spain at the boginning of 1914. I worked there for various firms until I was able to return to Germany in December 1919 after the end of the war. As I did not like it there I returned to Spain and worked there in my former position until the end of 1920. On 1 May 1920 I was taker. on by the firm Ferbenfebriken, formerly Friedr, BAYET & Co., Lovert After a suitable training I was sont to Columbia via New York in January 1922, in order to ostablish there a BAYER seles or maignation together with Herr Otto KEN LER, who was our travelling sales arent at that time, I worked for BAYER in Columbic until the middle of 1929. As I had expressed the dowing not to be forced to return to Columbia again I remained in the Control Office Leverkueen until February 1930, and was sont from there to Armentina in Warch 1930 in order to take ever there the management of the then firm La Quinica Industrial HAYER Weskott y Cin Bucmos Aires. I was employed in this capacity exec t for the periods when I went on vacation trips - until 13 August 1945, that is the day when the Argentinian government soised the BAYES branch here.

The BATES Company Inc. 170, Variekstreet, New York, is in a position to live exhaustive information concerning my activities in South America.

Higher Document No.175

I was appointed Deputy I,G, Verbinduncemann on 22 July 1937
according to the letter of the I.G. Farbenindustrie A,G. - Berlin
N.W. 7. However I had scarcely anything to do with Berlin W.W. 7
apart from conssional discussions with the official Verbindungemann,
Herr EMIRCHANN, or his acting deputy sener Alfredo MOLL.

After the retirement of Herr BEUSCHIN in May 1939 in view of the fact that I was Senior senacer of the I.G. sales organizations there I was expeinted of icial I.G. or Zefi Verbindungsmann.

From that time on I was responsible for the reports, although I had no special instructions as to how to do it. My work consisted in maintaining contact between the Sales Sourten Pharmacouticals - Dyos stuffs - Photographic Caterials - and the Firm Goes and in reporting on all questions which could affect the Argentine business. Consequently I kept my self informed of the development of Argentine products, the quantities productd, prices and experts, as well as price variations, import figures, large competitive biddings, establishment of new infunctial undertwings benkruptcies etc.

I ambiered the date from papers and periodicals, as well as from the monthly reports sent to the firm by the various banks with when we did business. Of special value to me were the reports cent to the customers of the Matienal City Bank and Boston Bank.

I slee procured the annual reports published by the writine Chambers of Commerce, and statistical surveys of the Ar outine authorities concerning experts and imports etc., as for as they were accessible to the public, and sent them to the office of the Commercial Committee in Herlin N.V. 7.

The activity described above was severally restricted at the outbrook of wer in September 1939, when the ---

As o'n be seen from the reports on the other side, involved your little widitional work to my activity as I.O. Verbindungsmann. There was no special office or special personnel.

Indeed, my secretary also wrote my reports in addition to her other work and received for it paper poses 50.— (agual to U.S. \$ 2.50) monthly, which was observed to the secount of Berlin M.W. 7.

I would have no idea that my work as I.G. Merbinduncamann served shy other purpose than the actual business interests of the I.G. I conditioned this examination of the Con order!

Committee of the I.G. Berlin N.W. 7 to be somewhat similar to what other large firms such as Duperial, I.C.I., Standard Oil etc. bad been deing for a long time and an a considerably large scale.

The position of an I.G. Verbinduncement did not carry with it any other special obligations. Losst of all was I compelled to maintain any special relationship with the German authorities and party offices.

As far as the meetings with the managers of the other Sparten were concerned in order to lose as little time as possible, I arranged for those to take place at the week by lunchean parties.

As to Dr. ILGHER's visit to Arcontina it is unfortunate that I am not in a position to report on at in detail, because I happened to be on vacation in Germany at that time (May 1936 - Movember 1936). But I was told the following:

Dr. Higher saw all persons of importance, not only in German business and society circles, but also the big Argentine and foreign firms, banks etc. He made a social effort to fester the closust results relations with the National City Hank.
Our firm was instructed to give as much business as possible to this bank, and we added to this order.

Dr. ILGARE slac took the opportunity of actting the party offices here to estate the constantly reducing difficulties with the Auslandsor uniention thus saving the remacors of the firm a great doal of annoyance. Small presents, such as

of literary works, Amin commons one, were made in order to further his efforts. In certain respects his handling of the Auslandson remisention was successful, for the I.G. agencies were more or less left to themselves where major problems were involved.

Dr. ILGHER's fewcurite theme was that Arcentina should be given every support in her efforts towards industrialisation, because he considered this to be the only way the I.G. could continue to de business, wir. by supplying rew materials and somi-finished products.

I take the opportunity of mending to you attrobed a photostat of a "Cortificate do buene Conducta" (Cortificate of Good Conduct) issued by the Policia Federal on 30 April 1947 in order to be submitted to the Junta de Vicilancia y Disposicion Final de la Propiedad Enemias.

On the strongth of this cortificate of good conduct the testrictions on my expecity were removed on 29 September 1947 after all other (ate as to my character were examined and found to be in order. I also attach a photostat of the document concerned.

Very truly yours signod: Heinrich Breaks

2 photostate (Original Attostation in Spanish:) Bunnor Aires, 5 March 1948

I herewith cortify that Senor HEIFFICH HUMANN is personally known to me and gave speeded the above signature in his own hand.

signed; Dr. Jerge H. GUERRICO Notary

Higher Document No. 175 Exhibit No. ...

ARGENTINE REPUBLIC

MISISTAY OF THE INTERIOR

No. 27582

FEDERAL POLICE

CERTIFICATE OF GOOD COMPUCT

I hereby certify that the conduct of Senor Heinrich Homenn, who has proved his identity by his registration card No. 1484565, issued by the police authorities of this city, and whose signet and thunk mark taken from the right hand appear below, is such as to merit this testimonial, which has been granted to him at his request and for the purpose of presenting it to the Junta de Vigilancia (Security Authorities).

Buenos Aires, 30 April 1947

(Ask for registration card)

Folice Inspector

Chief of Personal Documents Department

Clas. Sact. 74444 I 2323

Right Thurb Mark

Higher Document No. 175 Exhibit No. ...

Buenos Aires, 29 Suptember, 1947.

WEISTAS

the entecedents; contained in Dossier Fo. 14307 relating to the case of Senor Asiarich Homens, investigated in accordance with the regulations of Decree 11.599/46 have, according to the explicit and favorable spinion of the acting investigator, Revenue Department, Official Amilting and Management Department, been found satisfactory.

The Commissioner for the Liquidation
Office for the Control and Liquidation of
Enemy Property

RESOLVES 1

Article 1. That Senor Enrique Homann be stricken from the list of persons with blocked essets.

Article 2. That communication be made atc.

Resolution No. 198

Certified true and correct copy:

FLORENCIO E. NAGALLASTES

SOUTH - Chief Clerk

BEILIO M.O. DE LODOV

General administrator

JUAN ORNETE

Commissioner for the Liquidation.

1 Stemp

Ilgnar Document No. 176

Affidavit.

I, Dr. Wilhelm Hras, Brumen, Ceterdeich 92, after bewing been warmed that I shall be liable to punishment for making a false statement, burewith declars under eath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI in the Palmes of Justice at Wasanberg.

I herewith state the following under eath:

In accordance with a worked agreement concluded with Dr. Max Ilgner,

I joined the I.G. Ferbenindustrie A.G. Berlin N/7, as a collaborator
in September 1938. By tasks were laid down by the I.G. in a letter
addressed to me on 22 September 1938 as follows:

"Your permanent residence will be Poking or Tientein. You commit
yourself to send currently to our company all those records and information, the knowledge of which is necessary for a correct judgment
of the industrial and general economic development of North China,
and for a cossible Correct intervention in the industrialization of
that territory. You furthermore commit yourself to corrying out all
orders which will be given to you by us in the interests of our firm.
These traks may

Digner Document No. 176

require your presence in any place of North China. Coccaional visits to Shanghai and Central China might also be necessary. Definitely excluded however are journeys to Japan.

An expension of the above mentioned sphere of tasks was neither contemplated at the time of the conclusion of the agreement, nor did any such take place later. On the centrary, owing to the putbroak of wor in Surcee and later on in the Pacific, the tasks were restricted, so that my activity for the I.G. came assentially to an end in 1941, even although my agreement with the I.G. remained valid until 1945.

Refere I took up my cotivities in China in furch 1939, Dr. Ilgner arranged that I should receive my instructions through the I.G. limison official in China, Herr C.G. Gadow, Shonghai, and that I should assist him in his capacity as limison official.

The traks which were given to me by the I.G. slinison official included

a) the general observation of economic conmittens, in particular, observation of the serket fluctuations, the currenty situation, the industrial development and the expert of occupied China, as well as the current reporting on these matters to the I. limited official; I discontinued these reports in the beginning of 1942, as

Digner Document No. 176

they throatened to bring me into conflict with the Japanese Counter Intelligence regulations.

b) guarding the business interests of the I.G. representatives in

North China, in marticular their finencial freeden of movement

against restrictive measures of the Japanese occupation regime and

its dependent Chinese agencies; after the authorized of war in the

Proific the possibilities of exercising any influence became very

small, owing to mar exercisin measures, and eventually consed al
together.

Dutside of the territories named, I received no orders either from the I.G. limisen official or from may other I.G. affice ever expected cultr, neither Dr. Higner nor any other I.G. office ever expected of me to carry on aspishage or propaganda for the Third Roich, nor did I ever see may indication that Dr. Higner expected such things of the limison cificials for China and Japan.

The defense has shown me the prescention document, Exhibit 898
Document No. 7071, which contains a political report by me, deted
18 Deteber 1938, from Shanghai. In this connection I state the
following:

Within the scope of my economic reports, I wrote reports in 1939 - 1941 concerning the general situation which, until 1940, took into consideration the political

Ilgner Decument bc. 176
Exhibit No.

situation in so for as was necessary for the oppreciation of the economic situation. From 1939 - 1940 I furthermore wrote altogether about six or seven reports on the political situation, ore of them being the above mentioned report, Meither Dr. Higher nor the I.G. limison official invited me to make those political reports; I deted on my own initiative, in order to furnish the ronders, by objective presentation of the inner worknesses of the Japanese power policy, with organists reminst Ribbentrop's policy, which latterly rimed at extension of the war to the Far East. This tandoney is also closely shown in my report dated 18 October 1939. - For my political information I had only the sources at my discort which were awailable to everybody. As my views on the political situation were known in actional-socialist circles in Shrughti and gave occasion for porsonal attacks against so on account of " "defertist" attitude, I discritinged the political rup rts, even within the ocen wie reports, at the ond of 1940.

The ellegation of the presecution that the activities of the T.G. lisison officials and their assistants including propagands for the Third Reich, causes me to make the following statement regarding my attitude from 1939 - 1945:

DOCUMENT ILEMAN No. 176

In my capacity as confidential agent (Vertranonsmann) of the Refugee Commission of the Occumenical Church Council in Geneva, I took care during the war years of the Protestant refugees of Jewish descent in Shanghai (Association of Central European Protestants) by making use of possibilities available to se to transmit currently aid funds from Geneva to this refugee organization; I also started in 1944 among like-minded Germans in Shanghai a large collection for a fund to provide hospital treatment for destitute refugees. I enclose copy of a letter from the Torld Gouncil of Churches, Occumenical Refugee Commission, dated 13 June 1947 (Enclosure 1).

During the war I set up, together with some like-minded Germans, a welfare center in Peking for Germans without means who were persecuted by the Nazi regime.

Diring the car I made available my bouse at Poking for cultural institutions and political discussions to such Germans and Austrians the declined/totalitarian power State. I attach as enclosure 2 copy of an affidavit given by Mr. Arthur Wright.

I would add that the I.G. limison official for China, Horr G.G. Gadow, knew of my opposition to National Socialism and, even if he did not know all the details of my activities in this respect,

DOCUMENT HAMBE No. 196

he did not take any action on this account with respect to my position as a co-worker of the I.G., although attacks had been directed against me by Party authorities.

> Dromon, 2 March 1948 signed: Dr. Wilhelm Haas

UR, 250/1948

I herewith certify and attest that the above signature is that of Doctor Wilhelm Hass, demiciled at Bromen, Osterdeich 92, who has established his identity to me by production of his official identity card with photo, issued by the Chief of Police at Bromen, on 14 January 1948.

Bromon, 4 March 1948.

1.S. signed: Signature.

Tomonsos:

Fare 154 of the Court Fee Regulation dated 25 November 1935 Value: RM 3000.-

Focs pars, pars 144, 26, 39 RUI 4.additional foc pars, pars 52,53
Total:

The Notary:

S.

Higher Document No.176 Exhibit No.

Сору

Appendix 1

World Council of Churches
Department of Reconstruction and Inter-Church Aid
Ecumenical Refugee Commission

Geneve

17, Route de Walagnou Geneva, 13 June 1947

Dr. Milhelm Paas Via Pachio 2 Lugano.

Dear Dr. Haas,

Once again you have given us a lot of information which enables us to form a clearer picture of the position of the Protestant refugee community in Shanghai, thus giving me a welcome opportunity of thanking you once again, this time on behalf of the whole Commission, for the invaluable practical assistance you have rendered to the Ecumenical Refugee Commission in the course of your work for the refugees in the for East.

Tour warm sympathy with the victims of Mani persecution led you to defend their cause openly at a time when that involved, even for a German abroad, considerable personal risk. By so doing you aroused the conscipace of other Germans

Digner Locument Co. 176 Exhibit No. and by that means also helped to alleviate the plight of the refugees. when we are told, as happens frequently, that the Ecumenical Council of Churches has rendered invaluable assistance to the refugee congregation in Shanghai, we remember with gratitude, that a not inconsiderable part of such graise is due to you and to those of your friends, who followed your lead. Yours sincerely etc signed A. reudenberg br. A. Freudenberg becretary of the Ecumenical hefusee Communion. this is to curtify that the above is a complete and accurate copy, with the exception of a few unimportant words in the letter head, of the original document. Bresen, 4 Larch 1945 signed signature l page

Ilgner Locument So. 176 Exhibit No.

0022

12 Fang-chia Hutung Peiping

28 September 1946

To whom it may concern:

This is to certify that Dr. Wilhelm Haas was to my knowledge never a member of the Mari Party, nor did be hold any of the views or opinions associated with Mari ideology. His house in Peiping was, throughout the war, a center for all those Germans who did not agree with Adolf Hitler on German history or German policy.

(signed) Arthur F. Wright

Travelling Fellow Harvard-Yenching Institute, Foliping 1941-7

This is to certify that the above is a true and accurate copy of the original document,

Bresen, 4 Larch 1948

signed signature

1 Page

Limer Document No.177

Frankfurt/.ain, 3 Larch 1948 octaumainkai 23 bg/G1.

Affidavit.

I, Dr. ermer Jtto w. Hentir, of 23 Schaumainkai, Frankfurt/W., having been duly sivised that I shall render myself liable to punishment by making a false affidavit, herewith depose on oath that my statement is true. It was made to be submitted as evidence in Case to, Wi to the Hilltory Tribunal Palace of Justice, Euemberg.

I call to know, even when I was studying law, but also in
the course of diplomatic and consular service performed without
interruption since 1911, that, in accordance with consular law
and with official regulations, it is the duty of the foreign
carvice, and particularly of consuls, to study the economic
conditions of the country in which they are stationed, to submit
reports thereon to their superiors, and to give information to
those seeking advice. During the five years i spent in the
inited states as Gonzul General I used as sources of such information largely the excellent reports of the American banks, but also the
reports of individual cajor firms. I know that such was also
the case in the American Foreign Service Jiraily

from my studies on the subject for which I have been swarded an bonorary dector's degree by the University of Southern California, but also from the practice, say, of the American Consulate General at Berlin, who made ample use of their German personnel for the purpose of obtaining such information. Such practices have always been considered as a cormon and obvious task of representatives abroad, in which American representatives in Germany as well as German representatives in the USA were freely assisted by the governments concerned.

During many years of service abroad I was given an opportunity, for example in Columbia/South America, of observing at very close quarters the activities of the representatives of IO Farben. The idea never occurred to me that the firm whose large sphere of business was so clearly defined might be interested in anything but information on economic problems which were its direct concern. Owing to my official position I would nost definitely have been informed, had IO Farben been given any orders exceeding their aphere of business. I was on duty when Dr. Ilgner made his trip through South America. Quite apart Iron the Fact that Herr Ilgner's time was completely taken up by his business, I would never, had I been

Ilgner Document No.177 Exhibit No.

the head of an information service, have availed myself for that purpose of the services of a man like Herr Ilgner, prominent, well known, and busy as he was.

signed Hentig

28-32 Consul General in San Francisko 34-45 Envoy in Columbia 36-37 Consul General in Amsterdam

Frankfurt/Main, Schaumsinkai 23

This is to certify that the above signature is that of Herr Dr. Herrer Otto v. Hentig, 23 Schaumainkai, Frankfurt/Main whose identity was established by me, Dr. Halter Bachen.

signed Dr. Welter Baches (Assistant Defense Counsel).

Higner Document No. 255 Exhibit No.

Affidavit.

I. Dr. Guenther Frank-Fahle of Luisenhof, Oberursel in the Taunus, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith declare on oath that my statement is true. It was made in order to be submitted in evidence to the Military Tribunal Mc. VI. Palace of Justice, Buernberg, Garmany.

From 1933 to 1945 I was employed by I.G. Perbenindustrie Aktiengesellschaft in Berlin NW 7 mg close masistant of Herr Dr. Max Ilgnor. My connexions with DEW, Counter-intelligence Department (Abwehr) were not the result of my work for I.G., but were of a purely personal nature. Since my childhood I have been a close friend to the children of the late General of the artillery Paul Hease. General Hease wes the commending officer of regisent of field estillery in which from October 1914 onward I served as a volunteer in France and under whose command I was communated in March 1915. My friendly relations with this family have nover been interrupted. It is therefore quite natural that I should make the acquaintance of my old commanding officer's wons-in-law, amongst then Captain Hans Pickenbrock in 1928 or 1929, when he and his wife Renate, neo Rasse were living in Weimar in the cavalry barracks. Later on Pickonbrock become general staff officer on the staff of a division in Liognits; during the last years before the war he was attached to ONW or some other high military authority in Berlin. In peace time he never talked to me about his work, and I did not ask him about it. On I August 1939 I joined the artillery regiment No. 3 with the rank of captain and with this regiment I fought in the Polish Campaign. In October 1939 my regiment was sent to the Luxenburg frontier. In December 1939

Ilgner Document No. 255 Exhibit No.

I was on leave in Berlin. Herr Geneinrat Schnitz and Herr Dr. Higner decided that an application should be made to have no excepted from military service so that I could resume work for ID as soon as possible. During this leave I not Colonel Pickenbrock saveral times and told him that an application and been made to have no exempted from military service that for various personal remeans I was very keen on resuming work in my old position in Berlin soon. By the middle of January 1940 proparations were being made at the front where I was, which indicated that some military operation was inminent. At that time my unit received an order from OK's by telegram in accordance with which I was to be attached to CEW for 2 to 4 weeks and was to report immediately to Colonel Pickurbrock. Colonel Pickenbrock assigned he to the section of Major Block. My work in Major Block's section consisted in collecting general information and in reading reports on the economic situation in the various countries. When I was attached to CEW I spent most of the time in my I.S. office resuming my work and looking for a flat as my former flat had been requisitioned by Speer while I was at the front. I remember that Dr. Il nor in pleasantly surprised when he not no in my office and that he was very proud that his application had gone through so quickly. As he was in a great hurry I did not get a chance of explaining to him that I had not/been released from the Webroacht. While I was attached to OEV my release from the army came through. I went back to my unit once more to take my leave and then resumed my work with I.G. It was only natural that I used my connections with Colonel Pickenbrock and Major Block during the war in order to avoid the great difficulties which had to be overcome when preparing for trips abroad (permits from police, Military District Recruiting Office, Party.

Higher Document No. 255

SD and so on), and to obtain from these gentlemen my passport and exit pormits for my business trips abroad and in one case for a recreational journey together with my wife, my new-born child and a nurse and in another cas to get these documents for Dr. Krusger and his wife.

Dr. Ilgnor did not get to know Colonel Piekenbrock before the winter of 1941 or 1942 on the occasion of a supper at the Doutschen Auslands-Club in Berlin. I think that this was the only occasion on which Dr. Ilgner set Colonel Piekenbrock. -

Oberureel | Taunus, 22 April 1948.

signed: Dr. Guenther Frank-Fahle.

I, Dr. Welter Beches, herewith certify that the above signature is that of Dr. Guenther FRANK-FARLS, of Luisenhof Oberorsel/Taunus, whose identity was ascertained by Ed.

Frankfurt/Main, 22 April 1948

eigned: Dr. Walter Bechem Assistant Defense Counsel Ilgner Document No. 178

Ernst Freiharr von Weizsaecker
Palace of Justice - IND
Suremberg

Affidavit.

I, Ernst Freiherr won Wo i s # a o c k o r , born on 25 May
1882 in Stuttgart, at present in the ISD Jail, Nuremberg, having
been duly advised that I shall render myself liable to punishment by waking a false statement berewith declare the following
upon path, to be submitted to the American Military Tribunal
in Nuremberg:

From the Spring of 1938 cowerd I was State Secretary to the Foreign Office.

In April 1958 I had a convergation with Herr I I g n o r of I.G. Perbonialistric A.G., On this occasion we discussed the importance of explaining to a small group of experts, who had attended the congress of the International Chamber of Commerce in Berlin the year before, the measures taken by Gormany to promote expert. At that time the Gorman Sconomy was unable to follow the example of other countries in decreating their correctes and thus found itself in an awayer situation with regard to foreign exchange, which was in many cases felt abroad to be disturbing and was, therefore, criticized.

Higher Document No. 178

wenting in the present uncest state of international politics, any disturbance of suturn understanding among the nations as far as economic problems were concerned. I therefore welcomed those intentions and tried to support them. I taked Dr. Henry to inform Herry Tiehl, Director of the Samurales Department of our office, of these ideas.

I can no longer remember to what an extent they succeeded at the time in preserving the international Charber of Commerce as a common bond and in empiricing this institution of the good intentions of the Gorman industrialists with the objective of maintaining world trade and thus prace.

Nuremberg, 30 larch 1948

signed: Ernst v. Yeissacker

1, Wellaut Rector, Attorney-st-law and Defense Counsel, at the American Military Tribunal in Murenberg, herewith certify that the above algorithm is that of Ernst Freiherr von Weissnecker and that it was appended in my presence before me.

aigned: Hellmut HECKER Attorney-at-low

Nuremberg, 30 March 1948.

Higher Document No. 179

Affidavit.

I, Guanther Schiller, born 34 April 1904 in Leipzig, living in Weinhein/
Bergstrasse, Freudenbergstr. 40, have been duly warned that I shall render
myself liable to punishment by making a false affidavit. I declare on oath
that my statement is true and that it was made in order to be submitted
as evidence to the Military Tribunal in the Palace of Justice, Muernberg,
Germany.

From 1931 to 1936, I was parsonal secistant to Dr. Max Higher in his capacity as Betriebsfuencer of I.G. Berlin NV 7. Since Dr. Higher was in the habit of discussing all problems on which he himself worked with his closest associates, I have detailed knowledge of his activities during the above-mentioned years.

One of Er. Haper's main fields of activity and one on which he sport problems much time, was that dealing with currency/in connection with the expert trade. When in 1931, is connection with the failure of brake in Germany and Ametric, the devaluation of the pound and the currency difficulties in Southeast Europe, confidential agents of the Control Finance Administration of the I.S. (Zefi-Vertranensistencer) were appointed — on Dr. Hamer's initiative at first to the Southeast European countries — plans were already in existence gradually to carry out the same measures in all the expert countries which were affected by these economic events.

Ilener Document No. 179 Exhibit No.

Mcamebilo, in the Scandinavian countries, the devaluation of the pound had resulted in an increase in the popularity of British . oxport goods. This circumstance, together with an invitation extended to leading executives of Swedish industry by the British Federation of Industries, to make a tour of inspection of industrial establishments in Britain, caused Dr. Ilgner to propose as early as the fall of 1932/a similar invitation to visit Garmany, be issued by the German Automobile Club. This resulted in the German Automobile Club's (a.v.D.) tour of industrial areas in the summer of 1933. After the soizure of power by the Bational Socialists, it appeared to Dr. Il car to be twice as important that special emphasis be laid on the firm determination of the German export trade to maintain friendly economic relations between the nations. It was for these roasons, that Dr. Ilgnor went on a business trip through the Scandingvian and Baltic countries from about the middle of July to the beginning of September 1933. I accompanied him on this trip as hie assistant. Part of the tipe, Dr. Cattinese, who was than Chief of the Economics Division of the I.G., also accompanied us on the journey. I know that the plane and preparations for this trip were made at a time when Dr. Ilgner was not as yet a member of the Circle of Economic Experts of the Ministry of Propaganda. Dr. Hamer, however, regarded it as his obvious duty as a Gorman industrialist, to take advantage of this trip to explain

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that the Forman Decreey had no intention whatsoever of becoming colf-sufficient and withdrawing from the world market. This attitude was only natural in view of the importance of the export trade to the I.G., but was prompted mainly by the endeavors to boycott Corner industrial products, which were becoming apparent throughout the world at that time. The Ferman export industry was soriously disturbed by this poycott novement and naturally did overything in its power to counteract those dangers which constituted a very severe menace to the Comman export industry. The Corres or ort industry could do this with all the more conviction, since they were in complete disagreement with the German monaures, particularly the boycott of the Jows/had been the factor minly responsible for the industrial beycott on the part of foreign countries. I know that Dr. Higner expressed himself most forcefully on this subject during many discussions with Scandinavian industrialists. / which I always took part. Dr. Ilgner also gave interviews to the pross, thring which he naturally had to be careful on account of the reaction in Corpany. However, or. Henor was at that time still firmly convinced that the events to which exception could be taken in Cornany, particularly such events as the boycott of the Jows, were the mistakes of a young and sayet untutored revolutionary system,

Document Higher No. 179

During this Scandinavian trip, Dr. Ilgner was still Vica-Prosident of the German Automobile Club (formerly Imperial Automobile Club) and delivered loctures as guest-speaker at the cartel clubs of the German Automobile Club on the journey through the industrial area already mentioned, at the same time showing the .gra-film taken during the industrial trip.

Those gatherings had in a way, the character of a returninvitation to Dr. Ilynor, to whom they wished to express their thanks for the hospitality which had been extended to them in Cornary through the Cornan Automobile Clab.

delivered on those occasions and the rectings with the representatives of the press - naturally occupied only a very small proportion at the time spent on the journey as a whole in each of the countries visited, the targible effect of this publicity was considerably greater, owing to the immediate urgency of the economic problems discussed. For the rest, though frequently more than a little lacking in caution, it. Ilgner naturally strived to safequard himself as well as he could from potential danger from the NS agencies in Germany. Consequently it may be taken for granted that many circles did not clearly understand the true reasons behind all this publicity, although they were absolitely obvious to the initiated.

I have heard from Dr. Ilgnor's Dofonse Counsel that the Presception claims that all this

Higher Document No. 179 Exhibit No.

work performed by Dr. Haner was Hant propaganda for the MSDAP. I herewith declars that this was not at all the case. During this journey, which was undertaken for the purpose of overcoming the difficulties threatening the L.G.'s export trade, Dr. Himer put clearly to his public the point of view of the Gornan export industry which was developing along international lines. When most part on his honest conviction, his replies were based for the childhood diseases of a revolution. All this had nothing whatevever to do with propaganda.

signed: Guenther Schiller

Musmberg, 4 Harch 1948.

I, Dr. Malter Bechan, herewith certify the above signature of Horr Guenther Schiller, Weinheim/Bergstrasse, Freudenbergstr. 40 whose identity was established by me.

Nuerabarg, 4 Merch 1948.

signed: Dr. Welter Buchen (Assistant Defense Counsel)

DOCUMENT ILGUER No. 180

_ A F F I D A Y I I _

I, Dr. Kurt KHIZCER, Rembols, District Schluechtern, have been duly marmed that I shall render nymelf liable to punishment by making a false affidavit. I declare on bath that my statement is true and that it was made in order to be submitted as evidence to Military Tribunal No. VI in the Palace of Justice in Nuremberg, Germany.

With reference to the minutes of the Unil Conference of I.G.
Berlin M. 7, held on 9 November 1937, which were submitted
to me by the Defense (Prosecution Document, Exhibit No.816,
Document No. NI-1078), I should like to make the following
statement in connection with the point "Sponsorship of junior
NS- editors abroad":

Requests that the I.G. organization be put at the disposal of cortain Party schemes were frequent. In such cases the I.G. always found itself in the position of having to ascertain how far its interests forced it to comply with those requests or how far it was in a position to refuse them. The principle adopted was that of undertaking as little as possible on the one hand while refraining from a using annoyance by stubborn opposition, on the other.

AMANAI's suggestion, that the junior

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DOCUMENT HIGHER No. 180

graining, should be under the protection of the I.G. organization or of executives of the I.G., could hardly be rejected, as there was no even remotely plausible reason for doing so. On the other hand, there was one obvious consideration, namely that this might be one way of enlightening the Party, which was showing marked hostility towards the I.G. on the subject of the poculiarities and, in particular, the difficulties encountered by I.G. in connection with its foreign trade. It was hoped that it would be possible thus to make may for a more rational attitude towards foreign trade than had hitherto been customary in Party circles, and particularly in the Party press.

Murchborg, 15 February 1948

signed: Kurt KRUEGER

I, Dr. calter Rechem, herewith certify the above signature of Dr. Kurt T. DECER, Remhols, District Schluschtern, whose identity was/established in my presence.

Murchborg, 18 February 1948.

signed: Dr. Malter B.CHEN (Assistant Defense Counsel)

Ilgner Document No. 181 Exhibit No.

Hans Croom, Meererbusch near Dussseldorf, Hindenburgsbrasse 22

Meererbusch, 1 March 1948

Affidavit.

Jose warned that I shall render myself liable to punishment if I make a false affidavit, depose and declars that my affidavit is true and is to be produced in evidence before the Militery Tribunal VI at the Palace of Justice in Musrabers, Germany. I declars on oath that I know herr Dr. Max Ilsner from his activity as a number of the Vorstand of the Mitteleuropasische Wirtschaftster (Central European Economic Council) and as a number of the Soreign Frade Committees of the Reich Group Industry and of the Maintay of Finance. I had in particular the opportunity to observe closely his activities in Roumania, Bulgaria and Sungery. He often expressed to me his opinion about the economic problems of the above-mentioned south-eastern countries. I obtained this insight into his work and his opinions mostly during the years 1942 to 1944.

So far as I know, Dr. Max Higher during that period always endeavored to put the economies of the Belkan states mentioned on a sound basis

Ilgner Document No. 181

and make them independent. In all the projects known to me, he maintained the point of view that Germany enould strengthen and support the domestic resources of these countries. When new firms were established, he emphasized that the national industries should retain the majority of the shares. I do not remarker a single incide where Herr Dr. Higher — gave up this standpoint. Herr Dr. Higher — often told me that, sepecially in his depocity as member of the Worstand of the IG Ferben, he was particularly interested in the south-castern countries becoming good customers of the German industries. This aim could only be achieved by reconstructing basically the scononies of these countries. In this connection, he referred to the furthering of soys bean cultivation and sheep breading — in which I nyself was extremely interested — both or which are agricultural production sectors, for which, as is well known, the South-East offers good natural foundations.

Herr Ilgner, who had intensively studied and travelled in the 'countries mentioned, was also interested in the industrialization, not only from the more marrow private enterprise standpoint of IG, but especially from the viewpoint of national economy. Using the natural raw material deposits (natural gas, bauxite, Danube reed, etc.,) as a basis, sound undertakings were to be established which should have brought about a genuine increase of the wealth of the national economy.

Higher Document So. 181 Exhibit No.

Herr Dr. Higher in my presence often objected to the centralistic and authoritarian tendencies which sixed at domination of Germanyib then business partners by Berlin. He supported, as I myself did, the principles of federation, and desired the voluntary co-operation of independent but closely befriended aconomies. When I expressed this idea in a lecture before representatives of the Angerian industry in 1943, he spontaneously expressed his approval. I am enclosing a statement of Paterffy, a Hungarian textile industrialist, regarding this lecture.

I myself, as chairmen of the two above-mentioned committees, is anxious to admars strictly to the economic policy described therein. I need precise statements about my nonormy activity in the organization of German scenemy, when I was theroughly interrogated by the representatives of two American army designanters (9th and let Army) and by the British simistry for Economic Marfare in London (January to April 1945). He consides were made against me at that time and I was thereupon appointed as Chairman of an advisory Committee for Taxtile Questions with the Allied (later American) Headquarters for four months. I am enclosing a letter of consendation from the American Headquarters.

Krefeld, 1 March 1948

eigned: Hans Croon

Higher Document No. 181

No. 357 of the Document Roll 1948

I hereby certify the above signature of Herr Hans Green, merchant in Kamp-Lintfort, residing at Mooreerstrasse No. 74.

Krefeld, 1 March 1948

The Botary:

signed: Hearbook

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Major UND

Dipl. Dag.
William R. Catorriy, H.SC. | Deschon, 2 September 1947.
Technical Consultant
Consultant Engineer (English in original)

ilderich Inn str. 12/111

Declaration.

he was often in Dadapeat, in order to conduct conversations with the Hungarian textile industry. Herr Croon participated later in general industrial conversations, as he headed a Cormittee for Economy abroad. In this capacity, Herr Croon delivered a very well attended lecture in the rocus of the Hungarian Industrialists passeiation. As far as I remember, this was in February 1963. I and other listeners recall this lecture in particular, because Herr Croon developed distinctly liberal ideas, which were plain to all of its. Herr Croon expressly rejected a central domination of Moroje from one place and mentioned Berlin in this connection. He recommended a foderal

co-operation of all European countries, removal of trade ofstructions, such, as customs, quotes etc., and showed that there
exist great possibilities for a natural and mutually profitable
exchange of goods, especially between the countries of South-east
Europe and the industrial countries of the lest, I remember that
a Jowish colleague who listened to the lecture told so that he
could agree without reservation to Herr Croom's ideas.

The Bungarian industrialists were surprised that Horr Croon dered to express abroad ideas which obviously were in contradiction to those of official German policy.

signed M. R. Batorffy - Dipl. Ing. W.R. Batorffy -

AFFIDAVIZ.

t, Guenther SHIHLER, born on 24 April 1904 at Leipzig, residing at Meintein/Bergstrasse, Freudenbergstrasse 40, am aware that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Militar: Tribunal at the Palace of Justice at Mucroberg, Germany.

I have before me the records of the moeting of the I.G. Park Aindustric Cornlasion, Case VI, at Vienna on 6 and 7 February 1946. According to page 6688 of the record the witness, Franz Rottenberg, deposes concerning Herr Wilhelm ROWN the following:

What a very intimate relationship between Roth and Schiller and therefore all these pools - Tollak, Schiller, Roth - continually visited each other, but this is outside the scope of what we are discussing here."

In this connection I declare the following:

My contacts with Herr Pollak were of a purely business character and referred exclusively to the properation of I.G. with Skoda-Metaler, whether by means of a merger with our other Austrian interests, by the equirement of shares, or by the joint establishment of a mitrogen factory. Follak always emphasized in this connection that he kept the gentlemen at the Creditanstelt in charge currently informed on these conversations.

According to page 6696 of the record, the witness, Franz Rottenberg, further states that he does not know anything of an offer made by the T.C., amounting to RM 3 millions, for 86% of the capital stock. o. the Skedz-Wetzler through Forr Roth, at the beginning of 1936.

In this connection I declare the following:

I participated in the discussion of this offer in Berlin on 10

January 1936 and also made a file percentaken on it at the time.

I consider it impossible that this offer was not forwarded by Herr

Roth and thereby did not become known to the witness. Otherwise,
in view of the importance of the matter and the close contact which

consider to my recollection our offer was not accepted, because
the Austria mitrogen project again care into the foreground as the

starting point for a consolidation of the justrian chamical industry.

Muornborg, A Parch 1946.

signed: Guenther SCHILLER.

I, Dr. Talter Scenen, horowith attest and certify the above signature of Horr Counther SCHILLER, Weinheim/Dergstrasse, Frondenbergstr. 40, whose identity was established by me.

Muornborn, L arch 1948.

signed: Dr. alter BACHEI

(Lasistent Defense Counsel)

AFFIDAVIT,

I, ir. Burt KRURGER, residing at Manhols, District of Schluschtern, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare on eath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI at Nuernberg, Falace of Justice, Germany.

The defense submitted to me the provisional memorandum and statement (Schriftants) of the prosecution, part I (so-called Trial Brief), in which I as surprised to read, on the Gorman page 103, that the prosecution employs as a synonym for the saying "mit den "callen houlen" ("howl with the wolves") frequently used by me faring my interrogations, a saying which has quite another meaning, wis, "hunt with the great" ("mit den Grossen jagen"). The same is found on page 103 of the English wording of the Trial-Brief. On examining the English transcript of 27 October 1947, page 2971, I established the fact that my words "mit den Noelfen houlen" were obviously translated incorrectly, wis, by "hunting with the great".

This wrong translation made it possible for the pros cution to use both sayings as synonymous.

and partly also comulatively. This, however, distorts the meaning of my statement entirely. I said "mit den before haulen" (in English, "how with the welves") i.e., to protect to be a welf, hoping thereby to be considered as such by the welves and so avoid being term to pieces. This was all I wanted and was able to express. A saying like "mit den Grossen jajon" (in English, hunt with the great") could in this connection not enter my mind. It would be in absolute contradiction to the facts and would, therefore, have been an entirely wrong picture of the altuation at that time as described by no, in which people tried "to comply with the official attitude in the installation of arrangements and external forms of the like regime" in order to cook the threat of party ingreads.

Microbert, 10 Johnsony 1948.

sle od: Nurt KRUEGER

I, Dr. Haller Bachen, herewith attest and certify the above signature of Dr. Hurt KHUEGER, Ranholm, District of Schlmochtern, whose identity was established by me.

signed: Dr. Uniter BACHEL (.smistant Defense Counsel)

AFFIDAVIT.

- 1. I, I I III B.ESSER, residing at Frenchert/Main, Gutloutstr. Al, have been duly warned that I shall render syself limble to punishment by making a false affidavit. I declare on each that my statement is true and was made in order to be submitted as evidence to the Willtary Tribunal To. VI in the Falace of Justice Swermber, Cornery.
 - Until 1965 I was office manager of the Office of the Central Cormittee of the I.G. Ferbenindustric Frankfurt/Main.
- 3. Below I give a list, based on the take available here, of the former regular and deputy members of the Verstand of the I.C. Forbinindustrie a.G. who have not been necessed, and are still alive or were still alive at the time of the arrangement.
 The addresses given are in part still those from the last years of the war.

Mombers of the Control Cornittoo;	Address:	Date of retirement,
Buden Foul Dr. Gnus Milhelm Dr.	Neuhous on Schlierace Starnborg on the Lake (on See)	1932 1937
Krokeler Earl Dr.	Semminhof Fistate Houster 1, Cost Halin Markstr. 35	1932 diod 13 Aug.194
Regular members of the Verstand:		
Coonen lax Housement Trill Dr.	Eleinern vin End Wildung Dresdon-Wissor Hirsch Sonnonloite 3	gen 1932 1920
Jacobi Monst. Dr.	Frankfurt/L, Goorg Spoye	orstr.10 1943
Lohoofer Hillieln Dr.	lazorn (Switzerland),	1003
Homes Front 15 To	Switzerland, conet addre	1931
Moyer Kart II. Dr.	urlmown (Coneva)	1932
Molner Goorg	Sancasciano, Val di Pesa	
	Foggio Torselli (Italy)	1930

Rogalar numbers of the Verstand:	Address:	Date of rotirement:
Opporheim Wert Dr.		1930, reported to have died at the end of 1947
Ott Philipp Dr.	Wheshaden, Wilhelmshoche 13	1929, rep. to Have giod 1946 or 1947
Pistor Gustav Dr.	Tegernsce South (Sacd) Hous Riederstein	1937
Froelle "delbert Er.	Fetsdam, Seestr. 41	1926
Scoboln Forman C	Bed Homburg v.C.H.	1931
Warmbold Horness Dr. Woldlich Michard Dr. Woskott Priodrich Rich.	Heelderlinweg 9 unknown (USA 7) Beden-Baden, Luisberghoche 9 Erbach (Rheingau), Maughatr.	1931 1930 2 1935
Deputy noncors of the Verstand:		
Abol Julius Dr.	Hoidelborg, Hozartatr.24	1929
Cursolumna Fritz Br.	Imenchon, Mandelatr. 3a	1931
Krauss Molf Dr.	Gracielling over bonchon	1931
Kroll Arthur	Tasellostr. 5 Ebertach/N., Alter arkt 2	1926
Liemann Sorl	minom	1929
Ollendorf Sorh. Dr.	unknown (Brasil)?	1932
Scidol Otto Dr.	Heidelberg, Schloss Molfs-	1937
Soidel Faul Dr.	Drisbach/B., Post Sinshein/E	lsons 1929
van Thiel Heinrich	Wordingen, Krefelderstr. 67	1932
Voith Karl	unknown	1927
Weber 731157	Bad Micesoo	1931
Wiegand Leopold	Bad Hemburg v.d.H., Castillostr, 22	1937

Frenkfert/Ein, 23 April 1948.

signed: Hornson Backsler

I, Dr. Malter Bachen, herewith attest and certify the above signature of Herr Hermann L. ESIER whose identity was established by me.

Frankfurt/icin, 23 .pril 1948.

signed: Dr. Walter Bachen .

APPIDAVIT.

I, Mr. Let H.C. II, at present Nuornborg, Falace of Justice have been dely worked that I shall render sysolf limble to punishment by making a false afficient. I declare on oath that my statement is true and is made in order to be submitted as evidence to the Military Tribunal at Nuormborg, Palace of Justice.

Re: Is absence from Borlin Mi 7 for reasons of illness or convolescence during the time from the end of 1938 to the middle of 1940.

(Forlows given to the best of recollection)

Poriod	place of residence	Physician
January/7401.1939	Kurhaus Longorhoido/Switzorland	Dr. Huhomann
Fobruary / brok 1939	Sanatorium Somacon/Switzerland	Prof. Ruppemer
April/ by 1939	Elechnu/Austrin	Dr. Ruhemenn
Juno/July 1929	Pedical Treatment : concloss	Frof. Tiralo
Beginning of .uc.	Hunting Guest of the Trince Hoberlobe-Langenburg	
Aug 6 3cpt, 1939	Klackou/Justria	Frof, Tirola
7 Sept Oct.1939	Convolescent Berlin	Frof. Ti ala
Nov Dec. 1939	Mischau/Lustrin Modical Troatment Leonchen	Prof. Tirals
Jan./Fobr. 1940	Convalescent Berlin	Prof.v.Borgmann
March/April 1940	Medical Treatment Machen Using the Spas at Ead Gastoin, Elachau/Mustria	Prof. Tirala

Period	Place of residence	Physician:
April 1940	Convalescent Berlin	Frof.v.Borgmann
May/June 1940	Klachau/Lustria Medical Treatment Muchen	Prof. Tirala
Juno 1940	Convalescent Borlin	
July 1940	Reassumption of Function as Plant Leader of I.C. Berlin NW 7	

Nucroborg, 27 April 1948

wigned: Dr. Max Ilgner

I, Dr. Malter I Chim, herewith attest and certify the above signature of Dr. lan Higner which was appended in my presence.

Nucrobart, 27 April 1948.

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signed: Dr. Malter BACHEW

Ilgner Document No. 185

Affidavit.

I, Dr. Max Ilgner, at present in Nuremberg, Palace of Justice, having first been warned that I render myself liable to punishment by making a false affidavit, hereby declare on oath that my statement is in accordance with the truth and is made for the purpose of being used in swidence before the lilitary Tribunal in Nuremberg, Palace of Justice.

Supplementary Affidevit for the purpose of Amendment and Correction of Affidavit NI-6700, "Arhibit 771, of 14 April 1947, by Dr. Max Hener.

This affidavit was characterized by the Prosecution in the Index as follows: "....come) rains the validity of statements made by him". This definition is indepellete and therefore mislanding, because my affidavit NI-6544, Exhibit 377, of 30 April 1947, centained in this connection more detriled and, above all, more assential information. When I signed the affidavit Exhibit 771, not a single one of my reports or interrogation records of the year 1945 was available.

The following alternations should be made:

Page 1, par. 3, rengltimate line: "fter the worder "emitted information", the words: "end described things wrongly", must be added.

Page 1, pag. 3. lest line: After the words: "volunteered information", the following words are to be added: "after it had been officially

Hamer Document No. 185

pointed out to me that any concealment of facts would be punished .
with 20 years' imprisonment".

Page 1, per. 4: The whole of paragraph 4 must be cancelled and the following paragraph substituted:

"During the investigations of 1945, opportunity was in general given to me to make corrections to my written declarations or to the record of the interrogations, if I thought that I had made an error, or the the records did not reproduce correctly the real facts of the case; such alterations, however, were always preceded by "iscussions, the results of which were sentimes not actisfactory to me and in some cases were directly unsatisfactory."

Preo_2, nor. 6. line_4: After the word: "incomplete", the words: "end incorrect" are to be insorted.

Pege 2. per. 6. ling 5: Concel the words from "However" to "told no" and substitute: "I have therefore made a number of even basic errors, But I have never intentionally told eng...".

Page 2, per. 6, popultimate line: After the word: "SCHNITZ", insert the word: "(pertly)", and ofter: "von SCHNITZTER", insert the word: "GAUSTSKI".

Nuremberg, 14 April 1948

(signed) Dr. Mrx Ilgnor

Ilgner Document No. 185

The foregoing signature of Dr. Max HIGNER, affixed before me, Dr. Josephin Lingenberg, this day, is hereby attested and certified by me.
Worksborg, 14 April, 1948.

(migned) Dr. JOACHE! LINGENBERG.

I, Dr. Max I L G N E R, at present in Nucrobers, Palace of Justice, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Macrobers,

Supplementary affiderit in correction of affiderit NI-6564.

Exhibit 372, made by Dr. Max HOFEE on 30 April 1947.

This affiderit was submitted to me for signature, while I was lying sick with enteritis spartice and inflammation of the small intestine in the Staddtisches Erankenhaus in Nuormborg.

On parce I and 2 of this affidavit are listed sight records or minutes of my interrocations in 1945 while I was in the Prounteshein positiontiary. I herewith expressly declare that I meknowledge as evidence neither the eight reports or minutes montload nor any others made in Frankfurt/Main or Prounteshein. For was the sa-called affidavit Exhibit 377 intended as such. On prou 2 of this affidavit and in my oral interrocation by Mr. EPERCERO an 28 March 1947 in Nueraberg, I have shready indicated in a very restrained manner what I think of those Prankfurt Preunteshein reports etc. and of the very harrassing spiritual and bedily circumstances (maltreatment) surrounding their existence.

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In detail, the following corrections should be made: Page 2, wirth line from the top: After the words sunbroken report", the following sentence should be inserted: "Many of the details are therefore inaccurate. Pare 2, Pare 3), lest sentence, should read: "Pinance Department IG Berlin WW 7: At that time a total of about seven Finance Departments was in existence within the IG, of which in 1931 ... " Page 3, line 61 from "but from what I heard "to " sweetfluous and not right" to be deleted, since this deals with a pure hypothesis on my part, which porcover, as far as I have been able to find out meanwhile, was also incorrect. Page 3. Institute lines of Pare, 4), from "high scientific " to "guaranteed" to be deloted, and replaced by the words "acientific work was at the same time aupported." Para 3. Para. 5) lines 1 - 3, delete from "At the time of the BEUEDING covernment " to "secretary in Berlin." Pare 3, Fora. 5) line Z, before "Dr. GATTIMEAU", insert the words "In 1931". In lines 6 - 8 of the same Parneraph, delete from "Dr. MIRBURG" to "mabordinated to".

In the same Paracroph, line 17, insert* in 1932" after the word "reor maised", end in line 18 "from 1933 onwards" after "Ag".

In the same Para raph, sixth line from the bottom, delete the words fin the case of the latter it may have been somewhat earliers.

Page 8, minth line from the bottom, delete *(?)*.

Page 9, line 3, after *1938*, insert for still earliers.

Fage 10, line 18, after the word "completes, insert the words "and absolutely correct".

I wish to state in connection with the list beginning on Page 10 that my information on the work of my colleagues and other employees, especially technical employees was never reliable, nor by any means complete; nor is this at all the case today. Despite the few quite incomplete improvements which I am in a position to make as an result of information received meanwhile, the list remains faulty.

Page 11, top right, insert "Full Advisory Council" after the words "Advisory Council", and and the words "and of the Sub-Groupe", at the end of the same sentence.

Page 12, Dist 11, delete the words "GAJEVSEI, Sparte III".

Page 12, battom of hist 12, delete "GAJEVSEI, KLEINE, Sparte III".

Page 12, asventh line from battom, delete the word "frequently" and add the words "especially during the war "at the end of the same sentence.

Para 13, sixth line from the batton should rend: My own East Asian travel reports, for which the essential....

Pege 14, line 6, delete from "The line of demarcation" up to, and including "in the former".

Paralli, Para. 12), & lines from battom, Delete from "in connection with" up to, and including "once every year";

Paralli, Paralli), line 5, after the words "so much interest that",
the rest of the sentence should read "he intended to have copies made for office use."

Page 15. line 20. delete from "and neked my permission" to "for this discussion" and replace these words by the words: "After the conference, as was my custom, I invited Major WLOCH to luncheon in the IS mess, To this luncheon I bed invited..."

Page 15. line 28. Felete " of the discussion with my associates."

Page 15. Para, 191, delete the entire section headed "e.) LEBSNED.."

Ency 18, Pers. 32), line 6, delete from "Whenever a certain" to

* knowledge of tis", and in line 17 of the same Paragraph, insert
words for HUEDICKES after Sy. S. Hardes.

Pare 12, Para. 31) line 1, replace the words "local Socurity Service" by "CEN". In lines 5 - 9 delete from "and that I" to "as performed " and replace by the words; "but I never drew up or banded in such a report."

Page 17, Para. 20), delete the whole of section e).

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Fare 19. Pers. 25) line 17.18. "elete from "he had had" to "as", and in the tenth line from the bottom of the page insert the words for did not take place at-all" after the word "failed".

Nucraberg, 14 April 1948

signed: Dr. Max ILGVE

I herewith certify and witness the above signature made today by Dr. Max I L G N Z S before me, Dr. Josephin L I N G E N B Z R G.

Musraberg, 14 April 1948.

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signed: Dr. Joschim Lincomario

Higher Document No. 187

Affidavit.

I, Dr. Max Ilgner, at grasent at Noemberg, Balace of dustice, beving been duly advised that I shall render myself lighte to punishment by making a false affidevit, herewith declare on eath that my statement is true. I was made to be submitted in evidence the Military Tribunal, Felroe of Justice, Massaberg.

Sumplementery Affidavit in correction of Florer affidavit
NI-6702, Exhibit 772 dated 25 Noril 1947. ..

This affidewit too was given to me to sign when I was in the Steedti, sche Krankennegs at Normberg with Enteritie Sportice and inflamention of the small intestine. The interregator processed me that would be allowed to convalence in paper in the heapitel once I had signed the affidavite which were still to be made. But having signed the affidavit on I May 1947 (a holiday), I was taken back to the prison on the following day, my condition having innroved, although I had not been cured completely. That same evening all the documents which we carried on our persons or kept in the cells were taken away from me and all my colleagues and were not returned to us until the following day, which was a Saturday: the indictment was served the following day, which was a Saturday: the indictment

Exhibit No.

I wish to sorrect Exhibit No. 772 as follows:

Page 1, line 8 (line 7 of German text): delete from "to the Nezi
Government" to line 9 "errenizatione" and substitute: "In the interp:

of German explort".

Page 1, line 19: "fter "true" insert: "although many errors and inaccuracios are no doubt contained in those reports", and after "belief" insert: "as far as essentials are concorned".

Page 1, 5th line from betten, delete from "the coming" to "nersonalities".

Page 1, second line from bottom should road "on his visit", and the words "to the similators in Berlin including" should be deleted.

Page 2, line 1: dilots from "and by the first" to "Werl Schure".

Page 2, line 3: after "Karl Schurz" insert the following centence:
"Mr. Lee visited Germany a second time in January 1934 and called on
a number of ministers".

Fage 2, line 23t inlike the words "(about 20)" .

Page 2, line 32: after meconomic life" insert the following sentence: "I sysulf here mover seen the eard index".

Page 2, line 3 from bottom: delete from "the fact" to "marid above".

Fage 3, line 22 from the bettem: delate from "either" to "Reichamark, and substitute \$ 25 000.

Denor Document No. 187

Page 3, line 11 from bottom: delete "edviso" and "an its foreign activities" and substitute "report, and, if mossible, advise on the reportuseins abrand to lational Socialist measures".

Prite 3, line 8 from bettems delete "which were feworebly labled aren abreed".

Ford 4, line 7: delete "weekly or bi-renthly", and substitute "r few". Insert ofter "circle": "were also hold at the start".

Page 4, line 10: delate from "me at of the setima" to "pror god".

Pros 4, line 21: delete "working under the Proper are "inistry".

Free 4, line 24: delete from "end fintlig" to "of them".

Page 4, line 6 from bottom: delete from "It cannot" to "own initiative".

Page 5, Line 13: delete "me and".

Pers 5, line 18: rftor "ebroad" insort the following sentence: "I.G. had that resolution incorporated in the minutes for show".

It the bottom of sign 5 insort the following prograph:

"" list of the names and resitions which follow-was shown to po.

I only know warp for of the positions listed from our not knowledge.

I'm not therefore in a committee to guarantee its accornage.

Exhibit in

Page 8, line 19: delete from "Although wo" to "whore"; the sentence should road: "but we succeeded".

Page 8, line 10 from bettem: delete from "The ministry" to " tours".

Pred 9, line 7: for "of my Barlin WV 7 Office" raid "the press

Page 9, line 19: delete from "they did not" to "or twice", Substitute they only took "lace for " very short time, if at all",

Fago 9, line 24: after "committee" insert "if T attended them at all",

Proo 9, line 28: wher "Feeldes that" insort "after 1937 of 1938".

Page 9, line 17 from bottom: "fter "belging," insert "to provent dis-

Page 10, line 5: after "club" insort the following sentence: "But I have no further particulars."

Nuomborg, 14 April 1548.

signed: Dr. Vex Illmor

There December Ac. 187

I, Dr. Josehim Lingumberg, herewith certify that the above signature is that if Dr. Tax Ilgnor, and that it was appended in my presence to by.

Suomborg, 14 april 1988

sirnad: Dr. Josephie Idn onberg.

DOCUMENT HAMER No. 188

AFFIDAVIT

I, Dr. Max Higher, at present in Nuormberg, Palace of Justice, have been warmed that I shall be liable to punishment for making a false statement. I herewith declare under eath that my statement is true and was made in order to be submitted as evidence to the Hilltary Tribunal at Nuormberg, Jalace of Justice.

MI-6701, Exhibit 773, dated 14 April 1947, by Dr. Wax Ilgner.

Before writing this effidavit on the Latin-America report, only part of this report was shown to me, so that I did not get a clear picture. For this reason some fundamental errors occurred on the second page of the afficavit, as I thought that the errorpt shown to me was part of a general report on Latin-America, I have since found out, however, that such a general report on Latin-America as had been planned was actually never written. Therefore the following corrections should be made:

Page 1, Paragraph 2, Line 5: the word "explosives" should be substituted by the word "powder".

Page 1, Paregraph 3, Line 6: the word "not" should be substituted by the word "partly".

DOCUMENT HEATH No. 188

Page 1, Paragraph 3, Line 6: the word "but" should be substituted by the words "and partly". At the end of the same sentence the words "and general economic records" should be added.

Page 1, Paragraph 3, Line 7: the words "and the Economics Dopertment" should be deleted.

Page 1, Paragraph 4: should be entirely deleted. Instead the following sentence should be inserted: "This report was ment as internal I.G. report to I.G. and subsidiary offices of the Konzern." Page 1, Paragraph 5, Line 6: (Translator: the alteration made in German does not affect the English translation).

Page 1, Paragraph 5, Line 7: the words "with the official Gorpan agencies" are to be deleted.

Macroborg, LA April 1948

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signed: Dr. Max Higner.

I horomith cortify that this is the signature of Dr. Max I gor which was made today before me, Dr. Joachim Lingenberg. Muormberg, 14 April 1948. signed: Dr. Joachim Lingenberg.

DOCUMENT ILGIER No. 189
Exhibit No.....

APFIDAVIT

I, Dr. Max Higner, at present in Nuormberg, Palace of Justice, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under each that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in Nuormberg, Palace of Justice.

Supplementary Affidavit in correction of Affidavit NI-6713, Exhibit512, dated 2 April 1947, by Dr.Max Depor.

In principle the sems holds true for this offidavit as for the affidavit NL-6544. The following corrections should be made or notes added:

Figs 1, Paragraph 2, Line 8: the words from "and the" to "bolief" should be substituted by the following words: "to the best of my knowledge and belief, but without any records. As I have never had very exact or even approximately complete knowledge of those questions, many mistakes and errors are contained in those statements."

I should like to make the following additional statements in this commection:

1) I have crossed out the I.G. officials the were called up during the tar by the Webrancht or conscripted for tark.

DOCUMENT ILCHER No. 189

2) The other corrections made are in no way complete; I have only under them if I found that they were incorrect. The list is therefore still incomplete and inaccurate, in parts possibly oven wrong.

Page 2. Paragraphs 5 and 6: should be deleted.

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Page 2, paragraph 7, Line 1: the word "Gormany" should be deleted.

Page 2, Paragraph 7, Line 8: the word "all" should be substituted
by the words "most of the large".

Page 2, Paragraph 7, Line 9: after the word "was" the words "the countering of" should be added.

Page 2, Faregraph 7, Idne II: the words "about the internal situation in the plants and" should be deleted.

Page 2, Paragraph 7, lane 16: the words "also in regard to the person appointed" should be added after "consent".

Page 2, Paragraph B.1, Line 4: the tord "responsible" should be substituted by the word "advisor". In the same paragraph, Line II, the words "from I.G." to "Gurster" should be deleted.

Page 2, Paragraph B.2 and B.J.; should be deleted in full Page 2, Paragraph C.2., Line 6: the words "and Bussia" should be deleted.

Page 3. Paragraph C.3, Line 2: after the cord "Ministerialdirigent" the words "did not work for the I.G. during that time" should be added. - In the same paragraph the second and third line should be deleted.

Page 3. Paragraph 4: should be deleted.

Page 3. Paragraph 6, Line 4: the words "Torhaar" and "Otto" should be deleted.

Page 3, Paragraph 6, Line 7: the words "Cattineou" and "Reithinger" should be deleted.

Page 3. Faregraph 7, Line 1: the word "deputy" should be added after "Buctofisch", the words "since the outbreak of war" should be added after the word "chief".

Page J. Paragraph 8: should be deleted,

Page 3, Peragraph II.A., Line 1: after the word "factories" the sords "quaing the war" should be added.

Page 3, Paragraph II.B.: should be deleted.

Pege 5. Peragraph C., Line 1: after the word "attached" the words

Page A, Faragraph III, Line 1: after the word "for" the words

"technical advice on" should be added; in the second line of this
paragraph after the word "air defense" the words "for the protection" should be added.

Page #, in the Paragraph "Conclusion" the following corrections should be made: Line 3: the word "many" should be substituted by the word "some".

DOCUMENT ILEMER No. 189

Line 8: the following sentence should be added: "I do not know this for cortain, but assume that it is so."

Line 12: The sentence "Forthermore" until "mentioned" should be substituted by the sentence "No cases are mentioned here of persons called up during the war by the CKN/Abwehr, even if I might have beard about them by chance."

Page 4. Paragraph "Conclusion", Line 10: the word "officials" should be substituted by the words "leading gentlemen".

Page 4, Faragraph 1, Line 4: after the word "himself" insert "at the suggestion of Kranefuss in about 1939"; in the same paragraph Line 5 the words "at the same time" should be substituted by "in due course..... came to know about it".

Page A, Paragraph 2, Line 1: after the word "was" the words "an attempt "ahould be added; in the sene paragraph, Line 3, after "countries" the words "of the I.G., such as Tigner, Gattineau" should be added.

Muormborg, 14 April 1948.

signed: Dr. Max Ilgner

DOCUMENT HIGHER No. 189

I horowith cortify that this is the signature of Dr. Max Ilgner, which was made today before me, Dr. Joachim Lingenberg.

Microborg, 14 April 1948

signed; Dr. Joachim Lingenberg.

Affidarit

I, Dr. Max ILGER, at present Nuembers, Paloce of Justice, have been duly warned that I shall render myself liable to punishment by raking a false affidavit. I declare on oath that my affidavit is true and was made in order to be submitted as evidence to the Military wribunal at Musrabers, Falses of Justice.

Affiderit of Dr. Max HANG to mend and amplement affidurit 31-5549 of 30 April 1947 connerming the relationship between Dr. MEWBACKER and the I.O. Many points of this affidavit, which we submitted to me for signature while I was in the City Enepital (Stanfischos Krankonhaus) in Mucrabors, require to be emended or supplemented. In July 1933 I visited Dr. NEUBACHES together with the Jowish acoust of the I.G. in Vienna, Kommersialrat Wilholm R O TH , who was at the same time the confidential acent (Vertrauonamena) of the Zafi for the Balkans. Herr 20TH and I were then on an mutemedile trip through the countries of southerstorn Europe. The Programs of the Control Burepean Economic Conference (Mittaleuropacischer Wirtschaftstag), Waron von W MOVSKY, and the Chief Manager of the MVT, Dr. Max EARY introduced me to Mr. MEURACPER, whose acqueintence I made on this occasion. Dr. FERRITER was at that time a member of the Social Democratic Party of Austria and the manager of a Social Democratic Building Association. This was the

only time I met Dr. MEURACHER, whom I found to be an outstandingly clever man with an expert knowledge of the countries of southeastern Europe.

When I returned to Berlin from my South American Jurney two days before Enas Eve, my Asputy, Dr. KHUEGER, told so that Herr von "TIMOVSKY and Dr. Max HAFN of the Central Suropean Economic Confernos and, if my memory serves no, also Herr CLODIUS of the Foreign Office (incidentally Dr. HAHN was am old friend of Dr. HMEACHER) had neked him to rive Dr. MEUBACHER a post with the I.G. Br. KNUEGan had already given a promise in principle, but he winted first to speak to me, as I was due to roturn shortly, Naturally, I nereof, as I had, on the one hand, found Dr. MEURAGET to be on intelligent man with expert knowledge, and on the other hand, he had been so worsly recommended by Harr v. WILMOTERS and Dr. Max BASM, both of whom I know so well, and by Dr. LUEGE, I remember that Dr. LEWGE briefly mentioned to me that MENTAGEER had ence been in the concentration camp of Woodlorsdorf. However, this made no difference to me. This kind of detention in a concentration cop was already them considered an arbitrary act. Moreover I know that BEUMCES was an old Social Percerat. also, he had been recommended to us by herr von WILMOVSKY and Dr. Max Wall, two sworm onemies of National Socialism. Thus there was no room for any further daubte.

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As at that time I was looking for associates with shad qualifications in order to attack them as assistants to the Zofi confidential agents (Vertrausmendenner) of the I.G. in the various countries, I considered Dr. NEUGLO-ES the right man for such a

position, Accordingly he was thoroughly trained in the whole set-up of the I.G. Berlin IW 7, exactly as other associates intended for these functions. This kind of training had already been tried out in the routine work at FW 7, It covered all Communicate of the business, As the southerst European problem , to deal with which I wanted to appoint Dr. NEURACEEI as a specialis in this field, had been in the forecround at MW 7 ever since 1931, Dr. MEDIACEE was soon entructed with special tasks. In particular he was diven the trake of making a thorough study of the economic situation in Openhoslovskin. I had down this order especially to Dr. FERRACED, becames several Casch centionen has drawn car attention to the fact that whereas the I.G. showed interest for Burenia, Bulgaria, Eungary and Yumalevia, they had not given much ottention to Grocheslovekia. (Among these contlemen I would specially contion the then Orech Ambaseador Dr. MASTMY and the Prosident of the Prame Chamber of Commerce.) It was not a question of current business, but of special measures for the intensification of mutual oconomic relations, such as t a cultiwriting of soyn bonns. Dr. ESUBACHER received other orders as well, such as an investi ation into the monothry and credit conditions in Turoslavia, with a special study of the Yugoslav Benking Agacciation (Junoslawischer Bankvorein).

Macn, in 1937, the Congress of the International Chambers of Commerce set in Berlin, the Deutscher Auslandsclub arranged a luncheen at which Dake Adolf FINDRICE su Macklenburg presided, and which was attended among others by the ratired Bundeskangler (Federal Chanceller) Ritter was STREEDUNITE when I also knew from my journey to Vicana in 1932. As I knew about the luncheen in advance I arrenged for

Dr. MEMBACHE to receive an invitation also, becomes I presumed the entlemen knew each other. Besides I wanted to do Dr. HATLACKER a little fower, as up to then I had newlected him very much. I talked to or saw HEURACHER personally perhaps half a dozon tine during the whole of the time he was a member of the business. I know that DEUDACHER took this samewhat amiss and that he nursed a feeling of resentment in the womes which followed. At this lunchesn of the Augland Club given on the occasion of the Com rose of the International Chambers of Commerce, MELLICER remarked to so shortly hefore the lunch started that I should tell Herr v. STRESHUWITZ that Herr SEYSS-IVQUADDI had boon in Borlin; this would certainly interest Herr v. ST HATUMITZ. he it was the first time in my life that I heard the name SMISS-INCHED: I maked him to spell it out to me in order to give it to Herr v. STUDENUMITE correctly. This settled the effeir, which were -Declarally of no importance to me, I only nontion is in this affidavit because the Prosecution reports this incident in the affidavit signed by me on 30 April in such a way that the significance of this uninvertant affair a curs in a corrlotely wrong light.

Dr. NEUBACPEE
In his work of TWF as described above/obtained such a deep that
insight into the problems of southerst Europe, in 1938 it was
proposed to send him as an assistant or expert to one of the
countries of southerst Europe. I had not yet Asside on what country
this should be.

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at the time of the Anschluss, which came entirely as a surprise to me and to my associates, Dr. Newbacher was in Tugoslavia in connection with the investigation into menetary and credit denditions. When the Anschluss had become a fact I wanted him as an expert to advise us at a conference which had been called on Austria. I had a telegram sent to him asking him to return to Berlin immediately. Shortly afterwards I was informed by my office that Dr. Newbacher had wired while passing through Vienna asking permission to remain in Vienna for a few days. A few days later a second wire from Dr. Newbacher arrived in which be informed us that Georing had appointed him Major of Vienna, I know that everybody with when I talked at that time was just as such surprised as I was at this appointment. Because of this appointment for Newbacher then resigned from the service of the I.G.-Farbenindustrie.

The wording of my affidavit of 30 April 1947 to the effect that I travelled to Vienne shortly afterwards, i.e. immediately after the Anachluss, is incorrect. Neither was my journey in connection with the Skeds-Wetzler Works transaction. The real facts were:

Enterprise in Vienna put two commissioners in all the companies of the Kertern and in all the sales offices of the L.G. in Austria. I was commissioned, together with Mesers. Racfliger, Kugler and Gattinson - I myself was in charge - to put this matter right again, as it was very unpleasant for the I.G. The two commissioners had been put in because of the negative attitude of the I.G. towards the Party mitherities in Vienna and in perticular with regard to the Jowish problem.

Higner Document No. 190

Throughout the years of the BS regime the I.G. was in constant fear of party commissioners being appointed, so that this incident was taken very seriously. The journey which I made to Vienna at the time, which was approximately 2 months after the Anachluss, was my first journey to Austria since July/August 1932. Dr. Houbscher, who knew the State Commissioner for Private Enterprise in Austria, Ing. Refeleberger, from former times, assisted us by introducing us to Harr Refeleberger. Had herr Neubscher conducted himself otherwise, he would have acted in an unfriendly manner and shown gross ingratitude. I needed Herr Neubscher's introduction, all the more because I did not know a single one of the new HS officials in Austria, in the same way that I was entirely unacquainted with the local problems in austria, not having had any contact with that country for meanly six years.

capacity as envey for economic natters in Bunania, adopted a positive and friendly attitude towards the 1.0., for no had been able to convince hisself from his own knowledge seined during the time when he belonged to the 1.0., what an extraordinarily well cetablished and serious enterprise the 1.0. was. The wording in waffidavit of 30 April 1947, according to which herr Feubacher kept in some sort of touch with all 1.6. affices in southeast Europe concerning matters which could be of interest to the 1.6., is incorrect. These contacts were quite isolated and sporadic and in every case objective. Moreover, his attitude towards the 1.6. was no different from that of any other envey who kept up, friendly or social intercourse with individual officials of the 1.6.

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No relationship as between friends existed between Dr. Neubocher and me personally; our relations were polite and correct.

Nuernborg, 14 April 1948

signed: Dr. Mex Digner

I, Dr. Josehim Lingenberg, herewith attest and certify the obeve signature of Dr. Max Ilgner which was appended in my prosence.

Nuemberg, 14 april 1948

signed: Dr. Jeachim I: genberg.

LPPIDAVIT.

I, Dr. las ILEE, at present in Murenberg, Palace of Justice, nave been duly warned that I shall render syself liable to punishment by making a false statement. I declare on my oath that my statement is true and that it was made in order to be submitted as evidence at the Military Dibunal in the Palace of Justice in Marshberg.

iffidavit for the Correction and Adjustment of the infidavit of the Article of th

replaced by the words: "I, as a professional soldier, was or cred to join".

several other firms.

force 1, paragraph 3, 12th line; after the word "economy", insert the worls; "which had already existed since 1932".

Fa.c.1, paragraph 3, line 13; the word "four" to be replaced by the word "departments".

Page 1, paragraph 3, lines 14 and 16; the word "director" to be replaced by the word "manager".

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Page 2, paragraph 4, line 2: the figure "80.000" to be re-

Force 2, paragraph 5, lines 4 and 51 after "No. 5382346", insert the sentence: "I presume that this number is correct; it did not originate with me." The following sentence, beginning with "In August" and ending with "Michrwirtschaftsfachrer" to be deleted, as this was nothing to do with "Political affiliation".

Page 2, paragraph 6, line 3: the word "repadiated" to be replaced by "put an end to". In line 7 of the same paragraph: after the word "trained", insert: "as an officer of the general". In line 8 of the same paragraph, the date, "I suguet 1938" to od replaced by "I July 1938". In line 9 of the same paragraph, the word "served" to be replaced by "trained". In line 10, after the word "lieutement", the words, "of the reserve" to be inserted.

Pose 2, paragraph 7, line 5: The word "but" to be deleted.

In the same paragraph, line 9, after the word "ethented", insert:

"especially in the interests of Common emports".

Fages 2 and 3, paragraph 7, last line on page 2: Ifter the words, "I suggested", insert: "to the president of this club, Dako Molf Triodrich of Necklanburg". Ifter the last sentence of the same paragraph, and the following sentence: "Those trips were later forbidden by the Ministry for Propaganda".

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Page 3, para raph 5, line 3: the word "tendencies" to be replaced by "incom". In lines 6 and 7, delete the sentence beginning with "by travel . . . " and ending with ". . . circulaation", In the same paragraph, in line 5, the figure "200" to
be changed to "300".

all, however, I enderlined those sections which appeared to myself

insert. West the occasion of the only afficial conference which I had will like at his request".

Tt. 0 3. part rend 6. line 70. The word "boing" to be replaced to be".

insort ble words: "to some extent".

"ma", import the words: "bines approximately 1930/31".

0

and replace of the words: "in 1931, however,"; and at the end of the scatterer, and the words: "and in 1932 in connection with the development of the U.S. Bollar".

onding with the word, "Gerrany", the words: "in order to ascertain what maticals the Maxis would adopt to those reform measures, which were regarded as assortion to betimes circles".

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Page 4. parrograph 10. line 24: After the yord "us", insert the following words: "in principle the same thing as Bruening, semply".

Fage 4. paragraph 11. line 2: after the word "States", insert the following marks: "worn the suggestion of Dr. Schnehts.

Fage 4. paragraph 11. line 4: To the sentence ending with the word "Barlin", and the following: "which I did, being unenimously elected an promident by the old members in the subsequent regular meeting of the members of the Carl Schurz Association."

Page 5. paragraph 12. line 7: The word "introduce" is to be replaced by: "recessmend". In line 12 of the same paragraph, at the end of the sentence, add the words: "without however making these a part of this effidivit".

Engo 5, paragraph 13, line 5: After the word "made", delete "a" and insert the words: "on Agra".

Page 6, page rich 17, line 9: After the word "clee", insort:

Form 6, paregraph 17, last line: Substitute the world "the nuturn of " by: "Carch".

Foge 7. Daragraph 17. lines 3 and 4: Delete the words from "share holders..." to "....Frys-Bos" and substitute "....mombers of the Styre (Administration) of the Morsk-Mydro, of of the Benque de Paris et des Prys-Res, Paris, which represented the interests of the Franch shareholders of the Morsk-Mydro".

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Fage 7. personne 18. line 6: After the word "the", insert: "Countries Department of the".

Page 7, permarach 19, lines 15 - 17: Delete the companies: "Ipari", "Prima Societate" and "Norsk Hydro".

Page V. paregreph 20, second item: _: Under "Advisory Committees

Item 2 (Morking Committee), alter date. to read: "1944-1945".

Page 8. perigraph 21: To column heading: "Period of Mombership", Add: Map to 1944".

Page 11, Itom 5: (Retery Club), after date: "1933", add: "until its liquidation by the NSDAP in 1936/37".

Fige 12, paregraph 25, line 9: Insert after word, "Hunters", the following Sontance: "These, however, were not consenal contributions".

Page 12, paragraph 12, line 16: After the word, "Berlin", insert the sentence: "All these payments were not private contributions, but served business purposes of the I.G."

Page 12, agragach 26, line 4: After the word "Gross", insert the sentence: "These, however, were compulsory contributions, which had the character of a tax".

Ergs 12, paragraph 26, line 7: The word "all" to be replaced by the word "away".

Ilgner Document No. 191 Exhibit No.

Page 12, maragraph 26, line 19: after the word "To", insert the word "almst".

Pege 12, parmyrrh 26, line 21: After the second/"Verstend" insert: "As a complete list".

Nuremberg, 16 .pril 1948.

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signed: Dr. Max ligaer.

I, Dr. Walter Is a be a herewith cartify the above signature of Dr. Max Illyser, which was appended today in my writenee.

signed: Dr. Walter Bachem.

Nureaberg, 16 April 1948.

Higher Document Wo. 192 Exhibit Wo.

Affidavit

I. Dr. Mar II per, at present at the Palece of Justice in Suernberg, have been warned that I shall be liable to punishment for making a felse affidavit. I declare upon oath that my statements are true and were made in order to be submitted as evidence to the Military Tribumal at the Palece of Justice in Suernberg.

Affidevit in correction and supplementation of Affidevit HI - 6348, Exhibit 1209, dated 10 April 1948, made by Dr. her Ilener.

Regarding my declaration of 15 august 1945 referred to in the beginning of the above affidevit and which was made during my stay at the penitentiary in Francfort on Main-Preungeenein, I herewith declare that I do not eduit it in its entirety. Therefore, it also cannot be taken as a part of the aforementioned affidevit. Moreover, this declaration of 15 August 1945 was not made available to me when I made this affidavit. The interrogating officer merely read aloud to me one or more passages from it.

The following emendments or additions must be made to this affidevit:

1) Françolog: At the end the following sentence should be added:

"The remark about the 51 % made at the beginning is not based on procise knowledge, indeed, I have no authentic knowledge about this whole transaction, since I personally never in any way participated in the negotiations with Francolog."

Ilgner Document No. 192 Exhibit No.

a) Bagtern Comperations:

Page 1, line 5 (all places neved refer to the priginal affidavit). Omit the name "Schneider".

Page 1, line 15: Substitute the words "We perticularly recommended" by the words: "The Reich Commissioner for the Chemical Industry, Herr Dr. Ungswitter, recommended Dr."

Page 1, line 19: Delete from "We also offered" to "with the armed forces", se my information is not procise.

Pres 1, line 23: Insert the words: " on the basis of previous discussions in the Commercial Committee" after the words: "at that time."

Prio_1. line_23: Delote the words "and occasionally took part in its mentings", as I cannot recollect any meetings.

Page 2, lines 6-9: Delete everything from "As to" to "to be sidetracked", as this is purely hypothetical and was successful.

Page 2, line 12: Delete from "It is true" to "was ignored".

3) Morek Hydro

Page 2, after line 8 of Para. 3), the following sentence to be added: "My knowledge of the previous history of the light metal scheme during the war is not exact, since I personally was not inc used in those negotiations by Ganzimrat Schmitz until Rebrusry/Narch 1941."

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Page 2. line 11 of Pare. 3): Seplec: Worsk-Hydre was to increase its capital stock" by the sentence: "the Styre of Worsk-Hydro unanisously decided to increase the capital of the company accordingly."

Fore S. Fara. 3), line 18: Delete from "It is possible" to "oriticized the price"; since I meither know for remember it myself, but it was suggested to me.

Page 2, Pare. 3), line 261 Cross out the shole paragraph from "I do not know" until "under tas proveiling discumstances", as this is pure speculation and was inserted only at the interrogator's wish. I myself never possessed any exact knowledge of it, as the negotiations with the French, which led to consent by the French to the light notel scheme in Norwey, were conducted by the president of Torsk-hydro, the benker Wallenberg.

Page 3. Line 12: Grose out the words "about the fall of 1941".

Page 3. Line 15: Replace the words "and which controlled the
Bavarian Fitregen Works" by "and above all the Bavarian Fitregen

Works which also belonged to the Vieg Reich Konzern (Combine). "

Nuernberg, 16 April 1948.

signed: Dr. Mex Higner.

I herowith certify and witness the above signature appended to-day by Horr Dr. Max Higner before no. Dr. Walter Bachen. Nueraborg, 16 April 1948.

signed: Dr. Welter Bechom.

DOCUMENT THEMER

Exhibit No.....

CERTIFICATE OF TRUISLATION

6 May 1948

No, BERYL C. BESNICK, ZTO No. 20183,
PATRICIA E.C. WOOD, ETO No. 20139,
EUGENE R. KUN; AGO No. D-429798,
BRIGHTE TURK, ETO No. 35130,
ALFRED RABL, AGO No. B-398081,
VICTORIA ORTON, ETO No. 20129;
IECNARD J. LAMRENCE, ETO No. 20138,
JULIUS J. STEWER, AGO No. 20144,

horoby cortify that we are duly appointed translators for the Gorman, English and Spanish languages and that the above is a true and correct translation of Document Book 11 Mgner.

VICTORIL CRION, ETC No. 20129, Pages 31-32, 92-98.

(:

EZETT C. BES. ICK, ETO No. 20183, Pages I-X, 50-56.

PATRICIA S.C. 1000, ETO No. 20139, Pagos 1-10, 75-79, 105-107.

LGO No. D-429798, Pages 11-15, 19-12, 99-104.

HLIGHTS TURK, ETO No.35130, Pages 15-18, 33-38, 85-91. .LFRED HABL, .00 No. B-398081, Pages 23-30, 62-71.

LEGNERD J. LANKENCE, ETC No. 20138; Pages, 35-49, 80-84. JULIUS J. STEUER, AGO No. A-442654, Pages 57-60.

ANNE MARTIN, ETO No. 20144, Pages 72-74.

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Composition of Document BOOKS ILONER Composition of Document Books for Dr. ILGNER Document Book I Personality of Dr. ILGNER, his poli-tical and social views and his atti-Pages 1 - 121 tude towards political and recial persecuteos of the Third Reich. Document Book II The I.G. Ferben Organization, Berlin Pages 1 - 20 16V 7 and the central finance administration. Economics Department of the I.G. PERES 21 - 72 Farben, Berlin NW 7 (Vowi) Political Economy of the I.G. Farben, Pages 73 - 80 Berlin MV 7 (Wipo). Information center of the I.G. Pages 81 - 89 Farben, Berlin NW 7. Document Book III Lists of works propored by the Pages 1 - 83 Economics Deportment of the I.G. Forben, Berlin IN 7, (Yowl) on file at the I.G. Ferben Control Office, I.G. Ferben Frankfurt/Main-Griesnein, and in the aye factories Bayer Leverkusen. Document Book IV Office of the Countries Committee Peges 1 - 58 I.G. Ferben Berlin NW 7. Tasks und activity of the I.G. Ferben lieison agonts. Industrial reports from American firms. - I -

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Berlin NW 7 and of Dr./. HIGNER
personally to counterespionage
questions, OWW counter espionage,

and the SD.

Pages 93 - 103 Auslands-Organisation of the NSDAP.

Pages 104 - 112 Deliveries of foreign exchange to official German representations in foreign countries.

Dooument Book V

Pages 1 - 27 Arran ements on the occasion of the Kleier Wochen (Kiel Wocks), 1934, 1936, and 1939.

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Austria, in particular Skoda Werke Wetzler A.G., Vienna.

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labor relations.

Certificate of Translation

I. Third Thissen, hereby cortify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation for the document Comp. of Doc. Books HGNES.

THYPA THYSSEN 3TO # - CO638,

- III -

* EDD *

Case 6 Defense

TRIBUNAL VI

CASE 6

DOCUMENT BOOK XIIA (Norway)

on behalf of Dr. MAX ILGNER

submitted by the defense counsel Dr. Herbert Bath Attorney

Jung



Index of Document Book XII A (Norway) on behalf of Dr. Max Higher

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I. Merdisk Lettestall .. S., Oelo

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iffidavit of Dr. albelteschel, director of the I.G. in mitterfold and chairman of the Verstand of Mercial Lett-metall during the period from 1941 to 1945. The witness states that in 1939 or in the beginning of 1940, I.G. was ordered by the Noich hir Ministry to establish a new sagnosium factory in Germany. As it proved difficult to supply the new plant with olectrical current, the witness and another I.G. caployed were in the end of 1940 instructed by the Reich Air Ministry to shift the location of the new magnesium factory to ! remy and to discuss the matter in Hormy with Dr. Koppenborg, plenipotentiary conormal of the Reich ilr Ministry for the levelopment of the light cotal industry in Forway. During the negatiations comducted by the witness in this connection in the end of 1940, - in which the . Circetor peneral of Norke Hydro, Dr. Jubert, look part, too, - it appeared that abort my the other executives of Norsk Hydro more eager to carry out the magnesius project jointly with I.G. By way of further nojetiations between Norsk Hydro and I.G., in which no government authorities took port, the joint formation of a new content ing discussed. "I know that both it ral: hydre and I.G. mished to settle all production problems without the participation. of the reversiont authorities," mon Horak Hydro and I.G. had come to an agreement, the Roich is Ministry decanded tiest a state controlled company should have ahoro in the now firm. Eventually, it the agreed that Hersk Hydro, I.G. and the state controlled company should each obtain a share of 1/3 in the new company, the Hordisk Lattmotall ... 3.

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Contenta

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193 continued At the request of Norsk Hydre, supported by I.G., Eurogian law was strictly adhered to with regard to the formation and structure of Lottectall. This is illustrated by the witness by way of examples; in particular, only one German national and, on the other ... hand, the Hervogian nationals were members of the Verstand of lettectall.

The mitness then fully describes the production program of Lettastall and the way in which the teaks connected with the construction of the various installations of Lettestall word Mistributed between North Hydro and I.G. "Oc-operation between I.G. and Merak Hydro ams really furthered by the samagers of both firms and was friendly and 1 gal throughout even in the met difficult circumstances. Repeatedly, I.O. officials intervened in behalf of officials of Merak Hydro; in several cases of ar-roste, they obtained the release of the arrested porsens. The plants of Lottmetell were never put into operation, because they were beroad before they were completed, whereupen comstruction work was ato ped by order if the Cornen authorities. They even ordered as to close from the Maar power plant, aith uph me the protest repeatedly, because Wersk Hedro was very such interested in its completion." . Totast : minst the receval to Gormany of a musber of emchines imported from that country was of no evail either. Even then, the removal was carried out reluctantly and slowly; in consequence, the German auth rities appointed a German consissioner in the Lettertall company. "Several clashes with this captletan securred, particularly in connection with the dismutling of the Maar power plant, because we tried by all possible scans to uvade this sensolose Loamire."

Ifter the cleain, down, I.G. and, in particular Dr. Higher, conducted pritracted negotiations with the German authorities, resulting in a decision according to which Marsk Hydro, too, was to be compensated by the Reich for the Large the plants had suffered.

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Milidavit of Julius FRANZ, chief of the commercial administration of the works combine Contral Gormany of I.G. He was the leading commercial official in the construction staff of I.G. for the praction of the Lettactall plants. The witness confirms that the Lettnotall project had nothing to do with the light motal project of Wordag, 1.8, the state controlled agoncies in Norway. He also states that I.G. did not acquire a participation in Lettentall in order to strongthen its influonce in Borak Hydre; the remain for the participation of I.G. was that I.G. rade its technical processes available to lettretall and "that Norsk Hydro desired to carry out the production jointly with I.G. " The fact that a relation based on mutual confidence and friendship had been existing for many years between the leading executives of forak Hodra and I.G., was considered a sufficient juarantoe to ensure that the I.G. interest in traisk Hydro would be safeguarded of Foreit Sydro in any case, and that this did not depend on the proportion in which I.G. participated in Morsk Hydro."

Two mitness confirms that by for the largest part of the mehinery for the Lettectall plants, counting to roughly livrogica dronors 167,000,000 .- , was supplied from Gormany. hon construction work at the Lettnetall had been stopped by order of the German authorities, enchingry assunting to Norv.Kr.28,000,000.- only was Classoftlod; of those medines, a part emounting to about Nerv.Kr. 12,000,000,- romained in K may. "However, what remained after the discentling was not a torse (a mutileted useless buty); this follows from a conmunication which and if my collaborators recently received from W rway. necercia; to this examinication, the installation for clostrolytic production of chicrine and socium hydroxide was put inte operation as early as in June 1947 and is operating very successfully. The sir-rold damage inflicted on the numerium plant are new under requir; on completion of the repairs, and

Dre.Hr. Eth.Ho.

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194 continued this plant, too, will start operations.

Let ring to a computation rate by the situous, the value of the new installations remaining on the building sites of letter-tall at the end of the war (Buildings, smeld-nory etc.) as unted to Mary. Kr. 268,000,000, after deduction if war desage. On the other hand, Marsk Hydro had invested approximately Fory. Kr. 86,000,000,— in Lettertall.

The mitmess states that the transaction .. r-Clak Bottostell had nothing to do with anocharical precesses based in the aust recent todayiest schiovs onto ever to Lettactall, Calc." By far the largest part if the new Letterell installations which remained in I range the supplied from Gordany. Through the construction of Lettestell, Norsk Holro men subbled to earry ut its ald plan to explicit a new source of enter power. The fact that this motor power is entropy valueable for Forch Hydro, is proved by a recent communication acc ming to which the hear power plant is boild completed and will probably be just. into operation in 1949." "It the time than the transaction was carried out, the Bereit Dydro concetives, to, more f the opinion that the erection f the Lettertall installations core vor: useful to Wersk Mydre"; this folices from a round; made during the war by Erikson, the first; receive concret of Marsk Mydre, and quoted by the address. .ce rding to this recurl; Torsk Othro was extremely pleased with the extendion of the besis of production by the Lottmota 1 installations."

195

Process from the record of a mosting of the Virstand of I.G. dated 5 February 1941. Here the a recommanda between 1 rak Hydro and I.G. concerning lettertell had been finally consisted, instructions of Dr. Repponber; concerning an extension more recoived on the very last day. On principle, I.G. mants to carry out the lettertall project jointly with Here. My real without Roich participation. If this cannot be achieved, I.G. desires that

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the participation of Norsk Hydro should not be smaller than 40%. I.G. is not intercated in the Smale project of the Verlag in Toray.

196

(estric), former department chief in the occasion department of the office of the Corner Raich Corner in Norway. Bo-cause I has connections of lang standing with the Norwagian resistance revenent, he was, by intervention of Norwagian circles, were early released from the interment compain owny. Through his efficial activities in they wring the war, he is conversent with the activities of I.G. and in particular with the activities of I.G. and in particular with the activities of I.G. and in particular with the activities of the Gorgan Reich Consissioner for hermay, Terboven. In addition, there exists a strong antagenism-better, there exists a strong antagenism-better I.G.Forten on the one hand and Dr.

"I consider it unthinkable that I.G. Earbon forced Norsk Hydro either directly or through poverment authorities to participate in Lett-noted! ...G. I was present when Dr. Ilmor warned denst ritte, then chief if the Main Chico Scining in the Office of the Maich Commissioner, repeatedly and firmly not be use coursin against Norsk Hydro and the

"openborg on the ther name."

The ditness lives a full description of the ectures of the neg tictions dising at the rest of a license for the land power plant.

That the proportion of the Common share in the capital was discussed, Dr. HIGLE onpressed the spinion that I.G.Farbon were
not interested in a Gorsen sajerity stockhelding. These me tistions were protected through several years. This should be proof of the fact that the Proposer during the act subject to any pressure during the act testions.

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196 continued Miroctor General Brikson and att rney Mainich-Olsen of Nersk Hydro took part in the negotiations as partners with unrestricted rights. "Buth gentlemen based their attitute on Nervegian law, and not the mightest pressure was put on them in order to cause them to give up this stand. The representatives of I.G.Farben and I were of the pinion that e creich should be strictly avoided in the negotiations concerning the license. hen Dr. ILG. In case to Cale occasionally, he followed the mann line."

ith regard to the financing of the installations of Lettrotall in Mercay, the untreess wints out that the financial experts, "efficiently backed by Dr. Ilgner" and in controdiction with the efficial epinion of the German agencies, stressed the principle "that all anterial should be supplied, as for as possible, by Germany, and be paid for in Germany in Reichsmark by the German stockholders of Lettestell J.A., whereas lored Hydro should contribute its own shore in the capital is Mercegian Kreners in order to finance the expenditure accruing in

197

Descrit from the recent of a meeting of the infeithernt of Nordisk Lettrotell a.d., Oole, held on 6 June 1943. Director General Drikeen saves that the Leans granted to lettmetall by the stockhelders should be freed of interest. This action is carried.

33 - 34

298 Execute from the record of the mosting of the exemprical condition, held on 2 November 1943.

Ifter the boshing raid on Lettentall and the erfor to stop e natruction work, the two German stockholders in Lettentall will grant cortain special facilities to Morak Hydro in the shape of a restricted right of Morak Hydro to effor to the German partners part

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	of their share in Lettrotall; in addition, the Corner partners will, under certain con- citions, rake payments in advance to lett- actell on account of the compensation for Carngos claimed from the Reich.	+
	Excerpt from the recert of a meeting of the I.G. Verstand, held on a livember 1943. Dr. ILE A reports fully in the andeavers to obtain compensation for each of the three partners including lettestell for the damages and houses incurred by lettestell through the briding and the closing from of the plants. He also reports in the special facilities to be granted to I rak Hydro by the German partners.	36 - 37
	Letter of Worse Hydre to Parkis Lettentall, dated DC December 1943. By this letter, Persk hydre expresses its agreement with the resolution of the Lettentall unsightsent, according to which the opposite and should with Fettentall are in abovence and should not be exemped for the time being. "as they are forming the basis of emperation as before."	38
	Lotter of the Central Department Finance to Dr. Leachel, Sitterfold, dated 17 March 1944, with enclosure, consisting of a none of the Lalen ir limistry in a conference held at the ministry on 13 January 1944. At this conference, Dr. Meschel advocated very strongly that Hersk Hydre should as seen as possible obtain a monastion for the damages and lesses incurred through the backing and the closing form of Letterfall. The associator of the closing form of Letterfall. The associator of the consider the question by which mans it would be possible a considerable amount as a first instalment. Therefore, the Reich Mir Limistry proposed to considerable amount as a first instalment.	39 - 41

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254 continued	incurred by Mordiak Let three stockholders will	, on principle, be equal-	
201	Dr. HATR reports at 1	ength on the further comman authorities con- n to be granted to tistions have been	42 - 43
202	Protect from the record V rotard hold on 30 Jun mosting, too, Dr. HIGNER position with rejard to the presting of ecopons	c 1944. At this reports on the the negotiations on	1,4,
203	perpett of an equivalent Lettestell resulting from the firm. Thus, the stockholders, including from their participation to restricted to the second	bor 1944. Dr. INC R of the neg tintions consultion. The result h will acquire - applicat t amount - the claims age as the liens which the ottoctall had granted or risk of the three Norsk Hydro, resulting a in Lettoctall, will	
204	Letter of the Reich Air Lettertell dated 14 Februaris that it will t ing to mkr.71,172,000 be Fersk Hydro. The det	runry 1945. The ministry ake ever the lean amount-	

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205 Excerpt from the Worvegian paper "Drammon's 49 - 50 Fidende" of 25 May 1946.

It is reported that the construction of the liner power plant, which had been started by the Germans in 1941, is being continued,

Maar power plant, which had been started by the Germans in 1941, is being continued, and that it will probably be completed by the end if 1948. The following statement refers to the work done by Mardisk Lettertall during the war: "hen the construction work was closed down, considerable installations of permanent value had been consleted."

II. Mersk Hydro Elektrisk Evaclatof a.S.

1. In general.

252 .Ifidavit of Dr. Lax HQ R. As a proliminary rounts, the witness states that he is forced to make his statement partly from motory, bocause his defense a unsels more, in spite of their persisent endeavers, not yet in a position to travel to 1 rway; On the other hand, those contloren who are 1 ested in tele and in Taris, have refused to submit statements, because they have already submitted statements to the pr. socution. The increase of capital of Morsk Hydro, as resolved in 1941, and its implementation - including the properation of the extra relinary general stockholder's meeting held on 30 June 1943, word morely an internal affair of Norsk Hydro. Il measures were taken in complete agreement bottoon the Marsk Hydro enhagors and the Frunch members of the Styre (board). On the ro wort f F rak Hylro and f the Banque de Faris, I.G. noted as a probatisen in this matter, "secretices not without incurring risks and ther drawbooks".

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252 continued The German and Swiss stockholders represented in the extraordinary general meeting of Horsk Hydre held in 30 June 1941 had delegated their entire voting power to Director General Dr. Aubert. The witness then ex lains that there never was a French majority in Horsk Hydre, nor, during the war, a German majority.

The mitness continues: "In all those measures, the Ean we de Paris ecoporated on its us initiative and responsibility, in ther words exactly in the same way as it is usual for banks in such transactions even in normal times. As a matter of fact, the whole transaction was, for the Beneva de Paris, nothing but a normal transaction carried out wee raing to would banking practice, and the bank carned a cancillarable was unto for may by this banking transaction. In addition, the Bengue de Paris was, in French law, fully responsible for the entire issue of the stock in France."

Ath regard to the transaction as a whole, the mitness points out: "This shows that the entire transaction Worsk Hydro/Nordisk Lett-motall finally resulted in a profit of mkr. 180,000, 00 for Morway, for Norsk Hydro, and in consequence for the French and interactional stockholders of Morsk Hydro."

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Afficavit f Jacques Amindro, Paris, former financial advisor of the I.G. in France. M. Reiniro took pert in the discussions which Dr. Illmor had in Paris with the Banque do Taris. M. Raindre also totod as a liaicon between the Control Department Finance of the I.G. one the Brique de Faris. The witness points out that President allenberg was in Faria at the time when the negatiations started in the beginning of 1941. . . t a preliminary private conference, Br. Haner advocated as such accoration as possible, so that the discuspions were given a cordial nate. The witnose atotas that i modiately after this first centect, the Dresdner Bank intervened. "This interference caused a strong reaction from the port of I.G. Farbon. Dr. Ilmer was rether sutspoken about it."

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253 continued	The witness adds that he is convinced of the fact that by his liberal attitude Dr.H.G.IR managed to smooth down the difficulties which were caused by the interference of the Dresdand Eank and the instructions of the Derlin authorities. Dr.H.G.IR advocated the policy of compensating the French at akholders for their right to subsribe for stock as satisfactorily as possible. In conclusion, the witness confirms that "during these negotiations Dr. Higher endeavored throughout to maintain the utmest courtesy in the discussions.	
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206	Motion of styre (beard) of Norsk Hydro for the actreordinary stockholders' meeting on 30 June 1941: Increase of the stock capital by alr.52,149,940 This metion is signed by President allemberg, Dr. Aubert, Drikson and Sir Themas Fournley. At the same time, the metion contains a statement on the al- location of those 43,05% of the new stock which are at the disposal of Styre.	67 - 69
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	3. Is diffication of the transaction to the French Styre members of Barak Rydro and to the Banque de Paris.	
208	Lotter from Horsk Hydro to Zefi, Borlin, Loted 15 July 1941, with the request to hand the attached folders to Horr Schmitz and Horr Cator and to pass them on to M. Moreau, H. Tibratto and M. Couturo, Faris.	71 '

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I horoby cortify that all documents contained in this document book are literally conform with the original documents submitted to the tribunal.

Duormboro, 27 april 1948

signed Dr. Herbert 15.TH ... tterney-at-law.

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AFFIDAVIT.

I, Dr. ilhelm MOSCHEL, a resident of Jugenheim a.d.B.,

104 Hauptstresse, have been immed that I render myself liable
to punishment in the case of a false affidavit. I hereby confirm that the following coclaration in liqu of eath is true
and that it is made in order to be submitted as evidence to
the Lillitery Tribunal VI, Falace of Justice Submitted, Germany.

6)

In the end of 1939 or in the beginning of 1940 - I den't recall the comet date - I.G. was ordered by the loich ir linistry to carry out the planning for an extension of on mesium production by further 6,000 tens per year, and to suggest a suitable location for this production. As it second impracticable for various reasons - in particular connected with problems of onorgy supply - to extend the installations in the Hittorfold rogica further, we proposed to locate the production at Gorstonhof. Pursuant to cortain technical deliberations, no started planning on the basis of the .kon and Stassfurt plants and initiated ne otintions with the Lock Power Plant concorning the supply of energy. These negotiations were protracted, because the Loch Fower Plant was not willing to agree on a price for the current acceptable to us. .. Iter a few months, a report on those difficulties was submitted to the Reich Air Ministry, thereupon the planning office (Gen.Ing. Tschorsich) intervence in order to smooth the difficulties, which, however, did not bring about an agreement with the loch works.

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In September or October 1940, Horr v.d. Boy and I were invited to a conference with Herr Gon. Ing. Techoraich, which was hold in the Reich ir idnistry. He teld us that the rapposium plant had become an urgant problem and that we should shift the location of the installation to Norway, as cheep and sufficient mater power was available there. o were instructed to go to il may in order to consult Dr. Koppenberg , when Roich Marshal Gooring had made his plenipotentiary conoral for the extension of light sotal production in Normay. At about the same time, we also but a conference with Dr. Coukirch (Cobocheci). He told us that he had just returned from Herway, whore he had been on an official mission, and that he had been told by Merck Hydro that this firm had an unuxulcited reserve of onery concrated by mater power at its disposal; Hereon would be a suitable Leation, because sufficient building space was available. In the end of 1940, Horr v.d. Boy and I went to Oslo in accordance with our official instructions in order to examine the teernical practicability of the project. First of all, to submitted the project to Mersk Hydro. Dr. Jubert, then director general, was very much interested in the project and stated that he was willing to lond us his support. To discussed the technical problems theroughly with Dr. aubert and his collaborat rs, to inspector Hercon - the prospective location and we formed the impression during the discussions that Norsk Hydro would be caper to carry out such a project jointly with I.G., all the core as Norsk Hydro had in the past already shown its interest in such project.

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During the discussions with Dr. . whert, he also teld us that Dr. Koppenborg had already started negotiations with Norsk Hydro concerning the construction of an installation producing acotate of clumina (2,500 tens per year) by way of a process developed by Herek Hydro and based on labradorite. If I remember correctly, Dr. .. ubert also teld us at that time that Dr. Keppenberg intended to purchase from 10 rsk Nydro the license for the Tyin water power plant and that Worsk Hydro was, on its part, very much interested in the construction of a power plant empleiting the water power in hear. ... no rding to the instructions given as by the Reich Air inistry, we then called on Dr. Ropponborg and informed him of our mission. He referred to him own authority and pointed out that it was necessary for I.G. to approach him, as the contral authority and responsibility for the development of the entire light notal production in Norway had been vested in him by Decring. He then briefly explained his own comprehensive projects for the development of the inclustry and stated that the Fordag had been formed for this purpose; the project would be carried out by the Mineralcelbauresellschaft (corporation for mineral cal production).

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During the following wooks and menths, a number of conferences was held the details of which I cannot now recall. I know that both Herak Hydro and I.G. wished to solve all production problems without the participation of government authorities and that during the initial stage on agreement was reached with Merak Hydro, to the effect that a corporation was to be formed for the installation at Heroen, and that I.G. was to participate to the amount of 51 %, Nersk Hydro to the amount of 49 % in this corporation. At a later stage, however, a conference took place in the Reich Air Ministry; at this occasion,

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Cjeiks deranded 51 % for the state owned Eordag corporation. Eventually, agreement was reached on a participation of one third onch for Marsk Hydro, I.G. and Mordag. In fact, Lettmotall was then formed according to this proportion of participation. Dr. Subort was appointed chairman of the Aufaichtsrat, and governl president Warvegians joined the Aufsichterat. Dr. Moppomber; became vice chairman. The representatives of I.G. stracecl again an again that it was indicated to comply with the respect of Norsk Hydro to the effect that Norvegian law should be strictly enhored to se far as the formation and structure of the joint venture, the Mordisk Lettestall corporation, was concorned; the same applied to all other apasures to be taken in this connection. As far as I know, this pelicy use followed throu hout. It is a significant illumbration of this policy that the emjority of the lettestall Vorstand consisted of Norvogian nationals. The Vorstand consisted of 3 members. Two of thee were designated by Morak Hydro, I goolf was Cost mated by the Gorgan group. This attitude of I.G. is also shown by another fact: when the order for the construction of the Mordisk Lettectall installation had been placed with I.O. by the Roich .ir Ministry, I.G. put Forsk Hylro - at the request of this firm - in charge of all ciplayor relations connected with Hereisk Lettratall; this included the miring of the warkers employed at Moreon with Horisk lastretall, their wares, furleurns and all social welfare measures. This measure was taken for two reasons: it climinated the difficulties which would have resulted, if the workers of lordisk Hydro and those of Mordisk lattestall, though torking at the same place, had been given different treatment; it also ensured that all portinent rules of Herverian law were strictly achored to in all circumstances.

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In accordance with the increased demand for engaceium, the Hereen project was extended by the Reich Air Ministry to a capacity of 10,000 tone of mamesian por year. In addition, and on the request of the planipotentiary conoral for light notal production in Hormay, the project was extended to the production of 25,000 tone per year of acotate of pluming from labracorite, 12,000 tens per year of aluminum, and 3,000 tens per year of involith, and furthern re to the production of the following by-products; 8,000 tens per year of chloring (to be used in improvium production), and 9,000 tens por your of ecclium hydroxide. Later on, Dr. Keppenberg denanded an increase of the aluminum production to 24,000 tons per year, because the production projects of Nordag at other places not with difficulties. Norsk Hydro was not willing to participate in the financing of this extension of the aluminum production; however, the fire conceded that the I.G. and Herda; were allowed to undertake the expenditure necessary for this extension on their am. Later on, this extension project (called aluminum II) was Gropped and the construction work involved cancelled, because the enery necessary for this extension could, -prior to the completion of the Whar power plant - not be supplied without irreiring the production of nitrogen. Nordisk Lottotell concluded license a recements with Hersk Hydro for the production of acetate of clumina, and with I.G. for the production of magnesium, kryolith, chloring and sodium hydrocado.

I.G. undertook the planning and construction of the installations for magnesium, aluminum, kryolith and alkali in Mercen. Norsk Hydro undertook the planning and construction of the acctate of clumina-installation in Mercen, and of the water power plant in Mear; this firm also undertook the exploitation of the deposits of labradorite in Minsodal and of kryolith in Lessedal.

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By far the largest part of the unchinery and instruments necessary for Lectmetall installations including the unter plant in Maar were triored from Germany; in the course of the construction work, must of these were supplied by I.G.

The ecoporation between I.G. and Mariish Hydro ame strongly supported by the competition of both firms and the friendly and loyal three jent even in the difficult circumstances provailing. Repeatedly, the executives of I.G. intervened with German government departments on behalf of representatives of Worsk Hydro; in several cross of arrests, they obtained the release of the errested persons. In the same may, I protested both erally and in writing, when Horr Eriksen, the successor of Dr. Aubert, was arrested; unfortunately, I was unsuccessful in this case. I know that perticularly Dr. Roman triod to obtain his release, although, ho, too, id not succood eventually. The Gorman Coperturned never informed to about the real reasons for Erikson's arrost. I can only assume that it had been caused by the Roich Corresioner, because Herr Brikeen -and similarly cany others if too efficials of Eardisk Hydro- nover concealed his eversion to the wealth o wormount.

The installation in Heroen never started operations. In the mid to of 1943, shortly before the first part of the plant was completed, it was heavily damaged by a berbing reid. Thereupon, the Speer claistry ordered to stop the construction work altogether. The order even extended to the closing form of the construction of the lear power plant, elthough so Inunched

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repeated protests, because Norsk Hydro was very much interested in its completion. Again, we protested in vain when the order was issued to remove to Germany some of the medians and instruments supplied from this country. As this removal -which we started but reductantly—was considered much too play by the povernment departments, the plenipotentiary general for constructions in Formy appointed a consissioner in Fordisk Lettemetall who supervised the diamentling. Repeated clushes with this considered accountry, as we tried by every possible means to evade this conscious Recree.

Then the construction work had been stopped, I.C. -and particu-Larly Dr. Ilmor, who even accepted, for this purpose, the temperary electronship of the sufsichterat of Lettrotell, which he did at the argent request of the Merverian regions- tried wory hard to obtain from the Reich the payment of damages to Morak Hydro. After protracted negotiations, this was eventually promised. However, no actual payment was, as for as I know, affected before the end of the war; this was caused by the general collapse.

Then Herr Triksen, the director general of Marsh Mydro, had been arrested and taken to a Pet camp, a Mervegian national who had proviously been a member of the management of Mersk Mydro, and who was well connected with Terbeven, the German Reich Commissioner in Merway, tald no that the Reich Commissioner had encouraged him to seek appointment as director general of

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Torsk Hydro, as this past had been vacated by Irilman's arrest.

I dissuaded the gentlemen strongly from taking such action,
pointing out to him that I considered it extremely men to
exploit Irilate's arrest in such a way. My attitude was approved
by the other I.G. executives. I have heard that particularly
Dr. HEET represented the Perveyian postlemen severely for his
behavior.

From the morphistics and the cooperation between I.G. and Norsk Hydro, I have never formed the impression that I.G. intended to subjuste Norsk Hydro.

nt prosent: Cooksin on der Bergstrasse, 19 karch 1948 signed Dr. ilhelm Reschol

I hordby cordify the authenticity of the qb we signature, affixed before we, of Dr. Alhol: L schol, enemals, if Aurenheim on the Burgetmaso, 104 Hauptetrasse, No is pursuably mass to me.

si nod: Dr. Berhard Jun for

otcup.

in the district of Lendbericht Der start.

No.164 of the Comment restor for 1940.

Focs

object: N: 3,000 (art. 24 Rs)

1) for according to articles 26, 39 %0 Re 4.00 2) turns vor tax total: Re 4.12

> Signed: Z. Jungfor Notary Public

CERTIFICATE OF TRANSLATION

5 May 1948

I, I and SCH IFER, ETO 20 165, horoby cortify that I am a only appointed translator for the German and Inclink languages and that the above is a true and correct translation of the riginal document.

Smot JCR 2011

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AFFIDAVIT.

I, Julius FRANZ, at present in Nuarnberg, Palace of Justice, have been July warned that I shall render myself liable to punishment by making a false affidavit. I declare under oath that my answers to the following questions put to me are corresponding with the truth and have been made in order to be submitted as avidance to the Wilit ry Tribunal VI in the Palace of Justice, Suremberg, Germany.

After my activity at the Chemische Fabrik Grieshein-Elektron, a producessor firm of the L.G. Farbon, I was since 1928 employed as chief of the business administration of the Betriebsgemeinschaft Mitteldeutschland of the I.G., since 1932 as managing clerk and since 1943 as Fitular Pirector.

Question 1: Ded you have anything to do with the project Wordisk Lottmetall A.S., Oslo?

Answor: Yes, I belong d to the construction staff of the I.G., which was in charge of the installations of the Nordisk Lottmetall to be constructed in Norway in accordance with instructions by German government offices. I was in charge of commercial matters at the construction staff, and visited Norway repeatedly for this purpose.

Question 2: Was the project of the Nor-ick Letthotall in Norway part of the big light metal program of the Nordag, owned by the Reich?

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Answor: No. They were two entirely different projects.

Question 3: Hed the I.G. generally enything to do with the Mordag projects?

Answer: No. The Bordag projects were carried out exclusively by the Reich Air Ministry, resp. by the companies belonging to the Reich Air Ministry.

Question it Can you tell us whether end in which way the Wordag and the Mardisk Detunetall differed from each other in their local and factual structures?

Answer: Only German exencies were partners of the Herdag, namely the Hensa Leichtzetall a.G., which belong d to the Reicht Air Ministry, while a private Morwadan partner, the Morak Eydro Dicktrisksvelstoff a.G., Metodden, and a private German firm, the I.G., also were partners in the Mordisk Dettmetall, with regard to the Merdisk Dettmetall, the Morak Hydro and the I.G. took preat core that at the organization and at the development of the company and its installations the Morwadian laws were strictly observed. The Mordisk Lettmetall was founded as a company under Morro-ian Law and the statutes given to it at its founding were recognized by the Morwadian communical judge.

Furthermore, the majority of the Verstand of the Nordisk Lettmotell was Norwegian, in accordance with the Norwegian Laws, to which in particular the I.G. agreed, in spite of the fact that thereby Norsk Hydro was represented by two efficials in the Verstand of the Nordisk Lettmotell, while on the other hand there was only one German a member of the Verstand of the Nordisk Lettmotell, Besides, the Nordisk Lettmotell, and in particular also the construction staff of the I.G., always consulted Norwegian legal advisors, in order to make sure that in all spheros Norwegian laws would be observed.

I connot judge how for all this does also apply to the Morcag.

Question 5: Who gave the order for the construction of the in-

Answer: For the a gnosius installation, the Boich Air Ministry; s bacquently, for the aluminium, aluminium sulphate installations etc. the order was given by Dr. EOPP And BG the Plenipotentiary of the Boich Air Ministry for the entire light metal industry in Hersey.

Question 5: The Worsk Hydro is known to have increased in 1941 its shore cepital with 50 million Horwagian Kr. as a consequence of the participation in the Hordisk Lettmotall. Do you know why the Horsk Hydro effected this increase in capital?

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Answer: In order to finance the perticipation of the Norsk Sydro in the Fordisk Lettmetall, as the Norsk Sydro did not have enough capital available.

Question 7: Did you ever heer that the increese in share capital of the Horsk Hydro was effected for the purpose of transforming the allegedly French majority into a minority?

enswor: No.mover. This supposition is, in my opinion, completely absurd, in view of the situation. Besides, I never know that there existed a Franch majority in the Borsk Hydrs.

Question 8: Have you over heard, furing the confidential I.G. conforcaces, in connection with the Lattmotall project, that the I.G. perticipated in the Sersk Hydre!

Answer: No. we far as I know, the I.G. perticipated in the Norfick Detinatall because it transferred its technical methods for the production of light metal and of some other products to this firm and because Norsk Sydro wanted to carry out those productions jointly with the I.G. Apart from this, the supposition mentioned above is completely absurd, also

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because the friendly and confidential relations which existed since many years between the heads of the Horsk Hydro and the I.C. were to the latter firm enough guarantee its interests would, in any case, be safe-guarded, independent of the participation of the I.G. in the Marsk Hydro.

Question 9: Do you : know where the machinery, apparatus and materials were coming from, which were used in the construction of the instellations of the Mordisk Lettmetall in Heroen, of the Masserkraft Masse and of the labradorite and caldum fluorite pits?

Answer: Yes. For the largest part, from Coreany; from Sweden for a value of appr. 12 million Swedish Ar. and from Switzerland and Coreany, for a very small part.

Question 10: What was the total value of deliveries from Garmany?

enemor: Approximately 167 million Norwegian Er.

Question 11: after the bombing of Heroem and the following muspension of the construction of the Mordisk Lettmetall and water power plant Maare installations which had been ordered by the competent German offices in summer 1943, mechinery and apparatus were transported back to Germany. Who ordered this ? Document Book MIIs ILG. A ILGALA Document No. 194 Exhibit No.

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Answer: The German gov rement ordered this, represented by
the Ministry for Armanent and by the Planipotentiary for Constructions
in Foreign. The I.G. as well as the Marak Hydro protested strongly
against this order, however, without success. The attempts of
the I.G. to postpone the dismantling were so conspicuous that
finally a commissioner of the Planipotentiary for Constructions
in Foreign was appointed in order to control the dismantling of
the Mardisk Lettmetall; the members of the I.G. construction
stoff in Foreign had repeatedly serious disputes with this
commissioner.

Question 12: What was the value of all machin ry and apparatus dismantled at the Sordisk Lettmotall and how much was shipped back to Germany?

Answer! By order of the German effices, machinery and apparatus parts for a total of appr. 28 million Herworian Kr. had to be dismostled and handed ever. Of these, however, parts at a value of appr. 12 million Herworian Kr. remained in Herway, while parts for appr. 16 million Herworian Kr. were shipped back to Germany.

Question 13: What was the value of machinery and apparatus still remaining in Morway, which had been imported from Gardany, Sweden and Switzerland

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and what was the value of the newly constructed plant in Forway after Sefuction of wer demages?

answer: The Nordisk Lettmotell retained in Norway machinery and apparatus imported from Germany, Sweden and Switzerland for a value of appr. 128 million Norwegian Kr. The war damage is already deducted from this sum. To this have to be added the expenses for the assembling of this exchinery and apparatus, which amount to appr. 10 million Norwegian Br. The production buildings which were newly constructed on the factory grounds of the Norsk Hydra in Hersen and on other construction grounds of the Nordisk Lettmotell in Merway, the power plant and the pits had a value of appr. 100 million Merway in Kr., after deduction of war damages. The value of all installations remaining with the Nordisk Lettmotell in Merway was therefore, after deduction of war damages, appr. 268 million Norwegian Kr.

Question 16: How much had the Norsk Hydre invested as their participation in the Norsisk Lettmetell?

Answer: A total of appr. 86 million Norwegian Er.

Question 15: Did the dismenting of various mechines and apparatus render impossible the operation of the Mordisk Lettmetall at a later date?

Answer: For Besides various kinds of technical apparatus, the dissentling was carried out mainly on organically connected sachinary, which caused only a minor decrease of capacity.

Factory parts had, however, also partly to be dissentled which would have to be newly installed before any future operation of the plant in the original capacity. The fact that this dissentling did, however, not cause any lesting damage, is proven by informations received by one of my collaborators from heremy, to the effect, that the chlorine-caustic sode electrolysis started operation already in June 1947 and is working very successfully. The air raid damage at the manner installation is at the present time being repaired, the installation will also be in operation after completion of the repair works.

Question 16: Did the suspension of construction of the Dettectall install tions in 1943 as ordered by the German Scick offices have any results in regard to the further financing of the Nordisk Bottnotall by the three pertners?

to participate any more in the further financing of the Mordisk
Lottmotell. The Garman partners lod by the I.G. showed understanding
for this viewpoint, and took over the payments, which were still due,
in spite of the fact that Worsk Hydro would have been obliged,
through the existing contracts, to pay one third of it.

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The still existing obligations of the Mordisk Detimotall amounted to appr. 30 to 40 million serwagian Kr. till the end of 1944, and were now taken over by the two German partners of the Mordisk Lot motall to equal helves.

Quantica 17: Did Norsk Hydro, as one of the three partners of the Nordisk Lettmetall, receive any compensation for damage from the German side 1

Answer: Dr. Higher obsained, in very complicated and long-drawn negotiations that all three partners, therefore also Worsk Hydro, were to receive full compensation for the damage sustained. The compensation comprised damages resulting from the air raid on Hereon as well as damages resulting from the shut-down which had been ordered. This was the first case in which during the war a premise from Garman authorities was obtained to the effect that a foreign firm was to receive by the Beich compensation for wer damages.

Question 18: Were those compensation payments offected ?

German authorities shortly before the end of the war; the payment could, however, not be any more effected because of the events of the war, neither to the Norsk Sydro nor to the I.G.

Quastion 19: What caused the demago suffered by the three firms the perticipated in the Nordiak Lettmotall, Norsk Hydro, I.G. and Hanse Leichtmotall, resp. Bank for Deutschen Luftfehrt ?

installations of the Aerdisk Lettmetall in Mercen and the subsequent order by the German government to shut down all installations of the Merdisk Lettmetall.

Question 20: Do you know why the Director-General of the Norsk Hydro, Sjarne ERIESEN, was arrested shartly after his appointment as Director-Gen rel of worsk Hydro in summer 1943, and brought to Cormony to a FeW camp ?

Answer: The formal reason was probably that according to the regulations of German authorities, Marwagian reserve officers were to be errested as PoWs. These regulations offered a welcome apportunity to the Reich Commissioner for Morway to provent INIXSEM from corrying-out his job as Director-Seneral of Morsk Mydro, as he, as well as the entire administration of Morsk Mydro, were known appries of Quisling.

Question 21: Who had requested that MRINELL be appointed Director General of Worsk Sydro in 1943?

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Answer: As far as I know, the administration of the Morek
Hydro itself requested it, supported by the I.G., against the
opposition of the Reich Commissioner. The Wanascoment of Morek Hydro
agreed to the joint proposal of the Morvegian administration
and the I.G.

Chostion 22: Do you know whother the Reich Commissioner attempted after the arrest of ERIESES, to appoint a man of his choice as Director-General at the Morsk Sydrol

Answer! Yes, I have learned that he actually attempted to appoint to this post a Serwegian who enjoyed his confidence; it was the same man when the Seich Commissioner meant to appoint already before as Director-General of the Norsk Sydro.

Question 23: What was the position taken by the Norsk Hydro and the I.G. 7

Answer: The Borsk Hydro rejected this, as it did not want to have a man of confidence of the Heich Commissioner in its management, and the I.C. supported the Norsk Hydro in this position.

I know that Dr. HANTE explained very clearly to the Servention in question that it was impossible that he take ERIKSEN's place furing the latter's absence, and also advised him strongly, not to not as a candidate of the Beich Commissioner.

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Question 24: Was now a new Director-General appointed to the office wacated by aminum ?

Answort Not as far as I know. The other directors carried on the edministration of the Borsk Hydro under the presidency of Profesor BACHE-WIIG.

Question 25: Did the I.G. take any stops in orier to liberate

Answer: Yes. Dr. HAMER in perticular made great offerts on his behalf. In view of the Reich Commissioner's hostile attitude, Dr. HAMER exposed himself doubtlessly to a great risk, through his repeated efforts. As, because of this hostile attitude of the Reich Commissioner, MRIKERS could at that time not return to Hermay without danger for his life, Dr. HERER secured a residence for him at a branch office of his plant in Buk near Berlin.

Question 26: Hes the entire transaction Mardisk Lettmotell enything to do with robbery and pillage?

Answort So. Exactly the contrary is the case.

a) The 1.G. transmitted to the Merdiak Lettmetell, Cale
four important chemical procedures in accordance with
the memost technical developments, which had been worked out

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through the Mife-work of many technicians of the I.G.
The I.G. trained, furthermore, in its works in Bitterfeld,
for months a number of Serwegian engineers, experts and
foremen in order to make them acquainted with the procedure
transmitted to Norway.

- b) Both Gorman partners of the Nordiek Lettmotall, as I have already mentioned, imported from Gormany to Morway mechinery and apparatus for appr. 167 million Norwagian Kr. Of those, machinery and apparatus at a value of at least 128 million. Norwagian Kr. remained definitely with the Nordiek Lettmotall, on the factory grounds of the Norsk Hydro in Moreon and on the other construction grounds of the Nordiek Lettmotall in Norway.

 The total value of the new installations of the Nordiek Lettmotall remaining in Norway amounts to appr. 269 million Norwagian Kr., as already stated.
- of mother water power plant. It was, however, not able to realize this project, because it was locking of the additional production besis required for this. I is old project of the Morak Tyleo was carried out through construction of the water power plant Mears which was carried out in connection with the light metal project of the Morak Lettantall. The great value of this water power plant for Forak Eyers is also demonstrated by the fact, that, according to informations received by me, the construction of the water power plant Maars will be completed and the power plant probably put into operation in 1969.

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d) It is self-understood that all this results in a considerable advantage to the entire industry of Norway and in particular of the Ecrwagian firm Sorak Hydro. But also at the time of the carrying-out of the transactions, the members of the staff of the Norsk Hydro were of the opinion that the construction of the Norsk Lettretall installations in Norway represented a great benefit for the Norsk Hydro and anything but robbery and pillage; this also results from a remark made during the were by Director General ERINGEN to one of my collaborators, he then said, literally: "No are happy that now we succeeded to get another log to stand on, namely the light metal log in addition to our nitrogen log."

(With nitrogen log ERINGEN meant the nitrogen production of the Norsk Hydro).

Suoraborg, 12 March 1948

signed: Julius FLANZ

The above signature of Julius FaceZ, personally known to me, who is residing at the present time in Suremberg, Palece of Justice, is herewith certified and witnessed by me, Murambarg, 12 March 1948.

signed: Dr. Welter BeCHMI Assistant Defense Counsel Document Book XIIa ILGAME ILGAME Document No. 195 Exhibit No.

Document MI-3079, /Skhibit 1193, volume 65, page 84.

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3) Magnosium acresy.

Hallfull and Dr. "Chall report on their negotiations in Oslo with the Forek Lydro in recard to the construction of a magnesium installation of 10,000 to. in Heroon. The participation of the I.G. is planned at 51%, of the Morak Hydre at 49%, all a recents had only refer ed, to the joint constructtion of a magnesium factory; on the last day came an additional order by Dr. KOPFEMBURG (in his corecity as foligate of the Rid) to the effect that also an aluminium factory with a capacity of 12.000 to., an aluminium sulphate installation with a capacity of 25,000 to. and a cryolyth factory of 3 - 10,000 to be constructed in Horoca. The entire construction project anounts to appr. 160,000 million Kr., roughly. The I.G. will, besides, probably be invited to perticipate in the founding of aluminium factory in Senda, after detailed discussions in which it was pointed out that the I.G. was very interested in getting a foothold in vorwey, in particular also in view of the planned construction of large water power plants, it is decided to direct further adjotintions in the sense that the I.G. participates in the Forcen project with 51% and the Norsk Tyfre with 49%, that we, honver, also accept a distribution of Worsk Hydro 40s, I.G. 40s and Topponders group 20p, according to the attitude of the authorities, and that we would, finally,

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even be ready to accept a proportion of Norsk Hydro 40% I.G. 30% and Loppenberg 30%. The prerequisite is that the capital may be procured, if possible, through a losn of Norwegian or other capital in a manner agreeable to the I.G. The I.G. states that it is not interested in the Sens project.

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Document Book XIIa ILGAR

CERTIFICATE OF TRANSLATION

5 May 1948

I, Holons Lallenand, Giv. No. aGO 5 398 038, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of original document.

> Eclono Lable And Oiv. No. AGO B 398 038.

AFFLAVIT.

I, Gerh rd BukGHCLD, Hallein near Salzburg, Burgfried 35,
having been warned in the first instance that I render myself liable
to punishment by making a false affidavit depose and declare that
my statement under oath corresponds to the truth and that it is to
be submitted as evidence to the Military Tribunal VI, Court of
Justice, Fuernberg, Germany.

I state the following under ooth:

In my capacity of official of the Reich Ministry of Economies

I was assigned to the German Civilian Administration in Norway in

ipril 1940. Up to the end of the war I was a member of the German

Reich Mamissarian at Oslo; at first my office was that of Referent,

later on I was appointed Department Chief in charge of different

spheres of activities within the Main Department School Sconomics.

As early as the beginning of September 1940 I came into contact with circles of the servegian resistance neverent. After the end of the wer, end of June 1945, after having been confined for a short time in an interment camp for Germans, I was discharged from the camp at the instigation of Norwegian circles; I then stayed with the Norwegian Company, A/S Borregaard, at Sarpsbors, with the permission of the authorities, left Norwey on 18th October 1946, again with the permission of the competent Norwegian authorities, and on 21 October 1946 I took over the office a Secretary to the Directorate with a subsidiary company of A/S Borregaards, the Sellner - Partington Company Ltd., at Hallein near Salzburg/Austria.

In view of my official work in sorway during the war I obtained insight into the activities of the IG Farben in Sorway. In particular, I was entrusted with the task of negotiating with the representatives of the Morwegian Quisling Government, the A/S Lettmetall and the A/S Nordag, concerning the State licence to be granted to these two companies.

In general it must be stated that the IG Farben was not popular with the German Roiche Kommissar for Horway, Tarboven. Apart from this, there were considerable differences between the IG Farben on the one hand and Dr. Kopmenberg on the other hand. Soon after the occupation of Morway Koppenbarg was appointed the German representative in charge of the entire Morwagian Aluminium Industry; during the first years of the war he was the most important man with the A/S Mordag and he tried constantly to obtain a greater influence on the A/S Lettmotall as well. Koppenbarg had been given far-reaching authority and was strongly supported by the German Reiche Kommissariat in Oslo.

It is necessary to go into the details of Keppenbergs position because his plans were cuite unlimited; he wanted to increase the Morwegian Aluminium Industry from about 40,000 tens per year to 220,000, and he would certainly have included the Maar water power, which belonged to the Borsk Hydro, in his program, if IG Farbon, together with the Worsk Hydro, had not unfortaken the exploitation of this water power.

Norsk Hydro had the choice between boing used by Koppenborg for the execution of his plans or of carrying out the construction of the installations for the exploitation of the Maar water power, and of the light metal plants which were being demanded by the German official agencies, in cooperation with IG Farben, the latter being really the more abvious procedure.

I do not know the proliminaries which led to the foundation of the A/S Lottmetall, in which the Norsk Hydro, the IG Farbon and the Bank dor Doutschen Luftfahrt perticipated. I only know from what I was told that the Norsk Hydro itself was said to have been interested in a light notal plant for the production of magnesium from sea water and for the production of aluminium exple from the Norwegian raw material Labradorit. I consider it out of the question that the IG Farbon, either directly or through the channels of efficial agencies, forced the Norsk Hydro to perticipate in A/S Lottmetall. I was a witness on several occasions when Dr. ILGAMA decidedly warned the third Squater Offo, Chief of the Main Department, National Scenemics at the Roichs Leamisarist, against applying force against the Norsk Hydro and the Lorwegians in general.

The transfer to German hands of the Torsk Sydro shares which were in Treach possession was in my opinion a matter in which official agencies in Germany were perticularly interested. Thus I knew from a discussion with the than President at the Reich Ministry of Economics, MERL, that MERL was specially interested in getting those shares into German hands in order to be able to exert a decisive influence on Hersk Hydro.

MERL s-id that it was in no way his intention to transfer all the Forek Endre shares in French possession to the IG Farbon, Rather should the shores be distributed among various German agencies, so that the IG Ferben should not be the only one to have an influence on the worsk Hydro. During this discussion MAPRI demanded that the French share holders should not be allowed to use French blocked accounts in servey for the acquisition of the new shares to be issued when the capital of the Morek Hydro was increased. To pay for those new shares by way of the Bor-egian-French Clearing was out of the question according to my experiences. In August 1941 the first agreement concerning the entual exchange of goods was concluded after the occupation of both countries by Germany. This agreement had herdly any practical importance in view of the limited supply possibilities of both countries. In any case it would have been impossible to obtain from the deliveries of French goods to Normay the Morwegian Crowns required for the acquisition of the new Worsk Zydro sherow.

In connection with the question of grenting a licence to the A/S Lettmotall the distribution of capital played a decisive part. Torboven and the Beich Ministry for Aviation demanded a German unjority of capital. The Berwegian side made the proposition that the Servegian water powers should be developed and exploited by companies which worked exclusively with Berwegian capital.

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Unon this proposition had been rejected by Terboven the suggestion was acco by way of a compromise that the participation of Wor-wegien capital should be permitted to amount to 60% in the Sloctric Companies, but that in the manufacturing companies the German capital should have the majority.

This plan was supported by Dr. ILGLE in particular, as also by verious other referents of the Reich Kommiseriet. But this suggestion, too, was finally rejected by Turbovan though he had agreed to it at first. During the discussions concerning the participation of Garman capital Dr. ILGLE took the point of view that the IG Perben was not interested in a Garman majority of capital.

The negetiations concerning the greating of a serve isn licence to A/S Lettestell were made very difficult by the feet that in accordance with a request of Terbovan and of the Seich Ministry for Aviation, the licence to A/S bettestell should not be granted before the licence to A/S Bordeg was secured as well. Terboven and the Rolch Ministry for aviation assumed that the licence for A/S bettestell would be essier to obtain, in view of the co-operation between IC Terboven and Norsk Hydro, than the licence for A/S Bordeg, and that certain recruets which were being made in connection with A/S Norther might be projudiced thereby. The negotiations for the greating of a licence iragged on for several years. This might be regarded as a proof of the fact that during these negotiation no coercion was applied to the Serwegian perticipents.

Director General EMINES, and after his transfer to a German prisoner of war camp, Advocate MEISICE CINES of the Borsk Hydro, attended those negotiations as fully authorized participants. Not the alightest pressure was ever exerted on the two gentlemen who represented the point of view of Morwegian Law, in order to induce them to change their attitude. The representatives of IG Farben, as well as ayealf, were of the opinion that during the negotiations for the gentling of a licence any coercion of the Morwegian should be avoided. Dr. Indexes took the same point of view on the occasion of his star at Oslo.

With regard to the question of the financing of the construction work to be carried out for the A/S Lettmetall (the same considerations also applied to the financing of the A/S Lettmetall (the same considerations also applied to the financing of the A/S Lettmetall like to point out that the extension of the Kerwegian industry demanded by the political rulers in Germany would, if need be, have been financed with the help of funds debited to the "occupation account", just as were the large-scale constructions of the Wehrmacht in Kerway, This possibility was repeatedly discussed during internal conferences. On the other hand the German financial experts, effectively-supported by Dr. 12G. 2, could establish the principle that all deliveries of materials should be supplied by Germans as for as possible and should be paid for in Reichspark by the German share holders of the A/S Lettmetall in Germany, while the Wersk Sydre should make its share of capital consisting of Serwegian Growns available for the financing of the expenditure required in Berway.

The funds required in servey in excess of this should be covered in the first instance by Servegian leans, in the second instance by remittances from Germany by way of the German-ser agian Clearing, and only in the last instance by the use of "occupation funds". In this occupation the circle of German financial experts were agreed that the use of "occupation funds" should be avoided under all circumstances, and that remittances by way of Clearing should only be permitted in the last resert and only if Germany had a correspondingly large Clearing account in Ferway. In any case the German financial experts were convinced that the method of using of Berwegian capital would be for berway the most bearable way of financing these requirements.

It is move to be that herr Sjarne Editions vehenceably rejected Quisling and gave undetakable expression to his views about Quisling and his party in the presence of OFFO, the Chief of the Main Department Setional Economics. Therefore Terboven was opposed to Edition. In spite of this the IO Farben supported in every way the appeintment of Edition as Director General of the Sorek Sydro in succession of Dr. AUSSAT. According to my knowledge of the matter the decisive factor in connection with Edition's arrest, apart from his well-known attitude with regard to Quisling, was a letter which he had addressed to the Verstand or Aufsichterat of the Norsk Sydro and in which he recommended that Norsk Sydro should discontinue its name of an allied bending attack.

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In this connection I would like to mention that the Webrnacht only made MEINERS a prisoner of war in order to prevent his arrost by the Gestape which had been ordered by Terbeven. I was personally present when Dr. Higher repeatedly and cleverly exerted his influence with OTIO in order to obtain the release of MHIEDE, so that even OTIO was prepared to recomment MRIEDE's release. As far as I know the release missceried because of certain conditions on which Terbeven insited.

Ealloin near Salaburg, 22 March 1948

/s/ Gerhard BERGHOLD

Decument Roster Z1: 207/1948

I horowith confirs and certify the authoricity of the above signature affixed in his own hand by Herr Gerhard B-HOHOLD, employed at Helloin, Burgfried so. 45, who proved his dentity to me by means of his personal identification paper for foreigners and stateless persons, complete with photograph, issued by the Bezirkshauptmann-schoft Helloin, Police Department, on 28th November 1946,

Helloin, 22nd March 1948

Food for cortificate including tax and stamp duty: 9,65 Shilling

signed! signature

2 stamps 1 scal

1 duty stamp

Deputy of the Motary Public Salloin appointed on the basis of a decision of the district Court Salsburg on 9th august 1945 Jv 114-13 n/45 (Sisb)

Document Book IIIa ILGAR Document ILGAR No. 197 Exhibit No.

CUPY.

MIRTURS

of the Meeting of the Aufsichteret of the Fordisk Luttmetall A/S. Oslo, of 6 July 1943.

Under two direction of the Chairman the meeting of the Aufsichterst of the Fordisk Lettactall A/S, which had been originally collect for the St. July 1942 at Oslo, was held by unanimous acceptant on Tuesday, 5 July 1945, at 16 hours, at the Company's office at Europea.

Or the members of the amfaichterst the following were present.

Dr. Amel Aubert, Chmirmen
Direktor Dr. Prest Buorgin
Direktor Paul Hasfilmor
Direktor Frithof Hoydorfal
Direktor Dr. Max Ilynor
Dr. Massard Martinson
Direktor Fritz Sydolf

sport from those the following members of the Verstand were present:

Dr. Milholm Moschol advokat Bjerne briksen Direkter antonius Foss.

Furthermore there wer present:

Direkter Wilhelm wen der Boy.

Point 4. Proposition that no interest should be charged on the loan granted by chereholders to the company.

by the shardholders to the company should be made free of interest.

In as fero as there are differences in the payments made, the interest must be adjusted between the payments made, the interest must be adjusted between the payments made, the interest must be adjusted between the payments made, the interest must be adjusted between the payments made, the interest must be adjusted between the payments made, the

The members of the Aufsichterst declare their full agreement with this rule, slee in the name of the three share helders.

/s/ Arel AURIST

Document Book XIIa ILCHES IIGS R Document No. 107 Exhibit No.

DXC APT FROM MINUTES OF THE COMMERCIAL COMMITTEES
(Commercial Committee minutes) of 2nd November 1943

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8) Morvey, Financing of Lettostall.

Pursuant to the journey of Mesers. HALFLIGER, 11650R and CST.R. Dr. Ill. R reports on the negotiations with the Norsk Hydro and on the situation which regard to the Sordisk Lettmetall. The three partners of the Lettmetall, sydro, Buftfaorbank, and IC have agreed to apply for compensation of the demages incurred by reason of the attack and the order to close down. If the War Damage Insurance will not make payment, the difference between the actual walue of the installations and the investments made will be desended from the Ministry for aviation in its capacity of contractor. & Hydro being the weakest partner will saffer the grantest loss, and only participated at the time at the inetigation of the IC, the two German pertners are to relieve hydro to a certain extent of its risk by giving it the right to offer to them that pert of its investments with Lettmotall which exceeds its share in the actual value of the installations. It can exert this right if new constructions are not corried out within two years after the end of the war. Beyond this, the German pertners ere to great, sydro an advance on the claims which the Lottestell has equinat the Rolch for payment of damagos, as soon as these ascunts have been definitely propised.

Document Book Alla Hodist Highest Document 199 Exhibit No.

of a November 1943.

Page 5/5:

6) Nordiak Lottmetell a/S Heroen.

recently confected concerning the Mordisk Lettmetall 4.8.

Since by reason of a decision of the Central Planning Board the closing-down in principle of the entire plant, including the water power, has become necessary, there are mainly winding-up matters to be all with, as well as the trak of obtaining compensation, as for as resaible, from the competent official agencies for all damages, incurred, and still being incurred, partly because of the bombing ettack and partly because of the order to close fown.

Dr. IIG. The reports in dotail in this co nection that the Heich War Dane to Office has promised in principle to pay for 2/3 of the war damage incurred, while the remaining third will be paid by the Herwagian Insurance Companies. Compensation for all damage incurred apart from the war damage proper will be demanded from the Heich Rimistry for Aviation in its capacity of employer of the two German share belows of the Lettmotall. In principle the sum to be demanded is to be calculated by deducting from the amounts invested in Detheotall up to now (about nkr. 330 millions) the natural value of the remaining installations (preliminarly estimated at about nkr. 146 millions), furthermore, the amounts to be repaid by the Heich War Damage Office and the proventian Insurance Compenies (preliminarily estimated at about nkr. 40 millions), as well as the encounts realized from the sale of equipment (about nkr. 15 million), which wringsit to a total of about nkr. 129 million.

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As Forek hydro being the weekest partner has suffered the greatest loss and only perticipated at the time at the instigation of the IG, the two German pertners are to relieve it to a certain extent of its risk by giving it the right to offer to them that part of its investments with bettmetall which exceeds its share in the actual value of the installations. It can exert this right if no new constructions are carried out within 2 years after the end of the war. Beyond this, the two German pertners are to grant Hydro, if need be, an advance on the amounts which it invested in bettmetall in excess of the actual value, as seen as a promise has been obtained from the Ecich that payment will be made.

Document Book XIIa ILGARR ILGARR Document Bo. 200 Exhibit No.

Nordick Lattrotell A/S. Eongensgeto 5 Calo.

M.OMIT

30 Documber 1943

With regard to the agreements which are in abeyance by reason of the incidents at nerveys, your Aufsichterst has passed the following restitution at its meeting of 28 October of this year:

*Norsk Nydro, Juftfahrtbank, and IG, are in agreement that
there is no reesen in view of the present attention for
amounting or supplementing the existing agreements, as
they continue to form the besis of collaboration. Should
circumstances arise which creete a new situation, the three
partners are even new agreed that the existing contracts
are to be suitably adjusted to the new situation.

We her with declars our definite agreement to this resolution.

Yours truly

p.p. WORSE SYDROLDIERTHISE KVARISTOPARTIESUISKAD

/s/ KIELLAND /3/ Hoinich OLSES

Document Book XIIa ILGARE HIGHER Document No. 254 Exhibit No.

COPY

I.G. Berlin BW 7 Unter den Linden 78

To

Egren

Director MOSCHEL

Borlin WW 7

Sittorfeld

Unter den Linden 78

Our initials

Central Finance Administration

Department F.S. Ha/D 14/342

17 March 1944

Subject: Sordisk Lottmotall 4/5. Oslo.

We received today from the buftfairthank the notice about the conforunce with Ministerial Director Godks. We enclose the notice as agreed.

1 Inclosure

Central Finance Administration goz. HENZE

COPY

DOPY/M

11 February 1944 Gameral luftzougneister Industrial and becommic Office (Industricularischaftsant)(GL/P) Filo Boto As. 66 p 20 (GL/F 3 II C)

Subject: Nordick Lettestall a/S

Motice about a conference on 13 Jenuary 1944

Prenunt:

- G1/F Min.Dir. Cojka Eolly15 - GL/F 3 - CL/F 3 II C Bor. Bat Doye Dir. - Acrobenk Rudorf - Fordisk Lottmotell 4/S Dir.Dr. Moschol

Director Dr. Moschel reported that the Borek Hydro has got into a tense financial position because of the destruction and closingdown of the installations of the Bordisk Lottmetall. The Borsk Hydro had participated, as each of the three shareholders, in the Fordysk bottmotell by granting sheroholders' leans amounting to

about 71 million nkr. Zefore the attack on Heroon negotiations had been conducted with the Morwegian banks concerning the granting of a loan to the Bordisk Lettentall. The banks had already promised to grant such a loan when the attack on Heroon had occurred which had resulted in the closing-down.

The Mordisk Lettmetall was to have used the amounts of the loan for paying back the leans granted by the shareholders. Therefore the Forek Tylro had been entitled to count definitely on receiving this sum about 71 million mkr. Furthermore, it had incurred additional damago because it had itself invested sums amounting to about 30 million nkr, for deliveries to the Bordisk Lettmotell, in consideration of which investments it was to have received inter at and amorties tions from the wordless Lottmotell. The wordlag Lottmotell had given a guarantee in respect of the interest and amortisations on the amounts invested by the Forsk Sydro. The Norsk Sydro's need of funds was to be explained furthermore by the fact that it had to build up its own plants which had boom dastroyed by the air attack, in order to maintain its production of Sitrogen. But as it only had a claim in respect of these plants against the Joregian Insurance Compenies on the basts of the Moreo ian War Danse Regulations, it could not count on these claims being settled for the time being. Thorofore Director Dr. MOSCHEL maked that one should examine the possibilities of transferring as soon as possible a considerable amount to the Norsk Hydro as an advance payment, so that the Company should not incur any further demago by reason of its proparedness to co-operate with Cornany.

Director HODGED supported the request of the Forsk Hydro and strested the fact that it was in the interest of Garman prestige that a settlement in fewer of the Forsk Hydro should be reached as soon as possible.

As it is only possible to help the Worsk Hydro if the total damage incurred by the Wordisk Lettmetell by reason of the air attack on Hereon and the following closing-down is established as soon as possible, and compensation is paid to the three shareholders of the Wordisk Lettmetall in instalments which should still be fixed, effice thief Gl/F suggested that in the near future a conference between the Beich Minister for the Interior, the Beich Minister for Finance, and the Beich Minister for Aviation, and their authorized representatives, should be called which would have to decide about the three fellowing questions:

Document Book MIle House HG.ER Document Mo. 254 Exhibit Mo.

- 3 -

- 1.) When settling the demage incurred by the Wordisk Lettmotell all three charcholders will, on principle, be treated equally, in accordance with German War Damage Law;
- 2.) the fixing of the amount of the total damage incurred including the costs of closing down;
- 3.) The fixing of the first instalment of the war damage compensation to be paid to the shareholders, and the examination of the possibilities of making a transfer to the Norsk Hydro.

It is necessary for the preparation of this conference that the Reich Ministry for the Interior and the Reich Ministry of Finance should be submitted a survey of the demand incurred by the Mordisk Lettmotall. Director EUDORF undertook the task of submitting the new survey in triplicate to the office. In order to reach a final settlement of the demand it will be expedient to fix the amount of the total demand incurred, i.e. to fix a lump sum in respect of the current annual expenditure.

In order to find out what the pr, ant urgent financial requirements of the Norsk Hydro amount to, Director Dr. MCSCHEL undertook the tesk of submitting records concerning the liquidity of the Nordak H dre to the office as seen as possible.

/a/ CEJKA

Document Book MI H HENR ILON & Document No. 201 Exhibit No.

PROPERTY THOM THE MINUTES OF THE COMMERCIAL COMMITTEE (Commercial Committee minutes) of 28 June 1944.

Page 4/5:

9. Norway.

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Dr. I Galk reported with regard to the matter of the payment of War Damage Compensation to Fordisk Lettmetall that the moeting of all Ministrice concerned, which had been planned for a considerable poriod had now taken place, with the result that the War Damage Office's coligation to make payment had been acknowledged in full 1.0. also in respect of the share of the Horsk Hydro, as for as it was a question of Mr ot war demage and the Itoms connected with this. The payment of 2/3 of the sum in question, amounting to about nicr. 45 million, is to be made immediately, whereas the remaining third is to be paid when it has been established that the Merveyian War Insurance Companies will not be in a position to pay, or to pay in full, as regards the refunding of the so-called closing down costs, which smount to about mkr. 212 million, a final decision has not yet been made. This question is to be submitted to a special committee formed at the Reich sinistry of Economics. The Reich Sinistry for Aviation has made the suggestion that the Roich should take over in full the claims resulting from the loans granted by all three sharoholders and that is should gtant the Lettestall as adequate reduction of the claims taken over in order to enable the company to work on a paying basis,

Document Book HII a ILEE R HIGHER Document No. 201 Authibit No.

-1 - (cont'd)

spart from this, the Scich is to receive from the Lettmetall a promise to pay when able. This planned settlement, which means that the risk of the three shareholders will now only apply to their share of the stock capital, encunting to 15 million name, each, is entropyly favorable for mathe negotiations in the natter are being continued by the Reich Ministry for Aviation.

Document Book XIIs ILGUER ILGUER Document So. 201 Exhibit No.

-2-

In conclusion Dr. ILGHOR reported that with regard to the question of Herr ERIESEN's release from the prisoner of war camp the suproval of the Reich Kommissur Norway has been in the mean-time received. The efficial application for release will be submitted to the DEW forthwith. After that Herr ERIESON will be stationed at Buck.

Document Book XIIa HERER

CERTIFICATE OF TRANSLATION

5 May 1948

I. Julia Kikh, Civ.Sc. 270 20 185, hereby certify that I am a duly appointed translator for the Gorman and English languages and that the above is a true and correct translation of original document.

Julia MERH Civ.No. 1/10 20 185

Document Book XIIs ILGNER ILGNER Doc. No. 202 Exhibit No.

Excerpt from the 45 meeting of the Vorstand from 30 June 1944.

Page 3:

5) Norway.

Dr. HGNER informs about the latest stand in the war damages question Lattmetall. A joint meeting of the interested ministries resulted in a recognition of a basical 100% indemnity obligation of the Wer Damages Office.

As to the question of damages resulting from the shutting down further negotiations have to take place; to this the Reich Air Ministry suggested that the liability of the three shareholders Worsk Hydro, Bank der Deutschen Luftfahrt Inc.and I.G. be restricted to their share in the capital stock of kr. 15 million each.

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Document Book XIIa ILGNEP Ilgner Doc. No. 203 Exhibit No.

Excerpt from the 47. meeting of the Vorstand from 25 October 1944.

Page 1:

2 a) Lettmatell.

INGNER informs that a new inter ministerial meeting resulted in an agreement, expressed by all the interested Reich.

ministries, to the effect that the Reich takes ever the full amount of loans granted by the three shareholders to Lettmetell so that each shareholders liability will be restricted to their share in the capital stock of 15 million each. Thus the Reich becomes creditor of the Lettmetell to the amount of the sharesholders loans which amount altogether to about NKr. 250 million, at the same time it is planned that the Reich will grant a reduction so as to enable Lettmetall to work profitably later on. Besides the Reich will receive from the debtor letters of promise to pay when able. The proper decision has not been dispatched officially yet, however, to be expected in the nearest future.

Document Book KIIa HGNER ILGNER Document No. 204 Exhibit No.

(19) Dessau, Box 500 Tel. Desmau 4186, Ext. 108 Dessau, 14 February 1945 Leipzigerstrasse 7 Tel. A 2 Flore 0047 Cable address: Reichsluft Berlin

German Air Minister

66 p 20 (Chief of the Economy Office LF 3 II B) Please give in your answer business sign, date and short contents.

Copy

TO: Nordisk Lettmetall A/S

Oslo

Tongensgete 6, III

SUBJECT: Redemption of shareholders losn.

The Reich Minister of Finance has approved the redemption of the loan, which had been granted to you by three shersholders, the I.C. Farbenindustrie, the Bank der Deutschen Luftfahrt A.G. end the Norsk Hydro Elektrisk Kvaelatoffaktieselskab by a Reich loan. Therefore I shall have assigned to me the claims of the three shareholders as of 31 December 1944 resulting from the loan which had been granted to you. The shareholders loans amounted, according to an information from I.G. Ferenandustrie A.G., including 4 1/2 interest for payment in advance for delivery of machines per 31 December 1944:

> I.G. Farbenindustrie A.G. 98 441 294.- NKr. Bank der Dautschen Luft- 97 216 768,- NKr. fahrt A.G. Norsk Hydro 71 172 000 .- NKr.

Please confirm this balance.

Rescinding loan conditions previously agreed upon I suggest the following regulations:

The Reich loan is to bear interest. For the period of the shutting down of your installations I will not fix a ,rate of interest but I reserve for myself the right to fix the time at which the interest will start to run and the interest rate.

The loss is to be redeemed starting 1 January 1945 et the amount of the amount of the amortization rate. After the operation of the whole factory or its parts will be started I reserve for myself the errengement of different redemption rates. The amortization rate will be according to amortization directives of the Reich "iniater for Armament and War Production, dated 1 September 1944, for emergency plants. They are to be paid every three months subsequently to the Office cashier II of the Germon Air Ministry, Dessau, Current account with the Reichsbank No. 176/1998.

Furthermore those indemnities are to be used for the redemption of the Reich loss which will be paid to you by German or Norvegian war damage payments or by insurance companies.

In cess the liquidation of your remaining obligations in connexion with the construction of your plants in Heren and Mare would result in a need of more money please apply to this office for an increase of the Reich loan with an explanation of the particular expenses.

I am prepared to repay you for the period of the shutting down of your plants, every third wonth subsequently, the costs of maintenance of the shutt down plants including sums written down, insurance, administration costs, taxes and your obligations toward Norsk Hydro to redeem and pay interest for the amergency plant. Please send me a copy of your agreement with Norsk Hydro in which you agreed upon the interest and

Document Book XIIs ILGNER ILGNER Document No. 204 Exhibit No.

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the writing down of the emergency plant.

Please notify me about your agreement with the proposed settlement.

By order:

/s/ cejka

Document Book XIIa ILGNER ILGNER Document No.205 Exhibit No.

Excerpt from "Premmens Tidende, Saturday 25 May 1946

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The power plant which can not be destroyed by an atom bomb.

The hydration plant near Dale was abandoned by the Germans but it will be finished now. Within 2 1/2 years 100 million kilowatts are to be produced.

It is expected that within 2 1/2 years the gient plant in the "estjord valley will be build and that it will be able to distribute its 1 000 million kilowatts to the industry and homes of the country. Thus the 40 years old plan of the canal director for the development of the Macr eres will be realized. The Germans put the development into full swing. They needed colossel amounts of electricity for their giant plant near Heroeya and in spring 1941 the preparatory work was started.

. . . . | hen the Germans sterted the construction.

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In spring 1941 the preparatory work was started. Considerable equipment of all kinds had to be carried over the mountain, and for this purpose a road was needed. A motor highway was constructed from Mallhovde to Gvepseborg with secondary roads to all working sites-45 km altogether - with necessary power and telephone lines. Barracks were constructed for 1560 man with electric light and heating. It was difficult to produce machines for the tunnel. For this reason strikes were made with hand drills during the first winter. Compressors were installed gradually, and drills and dregging machines started their work through the countain in the pipe road and at the power plant in Dels.

The plents at Heroeya were bombed in July 1943 and

the conditions enabling the Germans to finish the power plant, vanished.

of the installations considerable work of lasting value was performed. Beside the aforementioned suxiliary installations like roads, barracks, power lines etc. the dame in Klahovde and Graveide were ready to an extent of 75%. The digning work in Kalhovefjord and Graveide was started. There is now Ing. F. SELMERS large dregging machine "Justulan", which mesters 800 m³ per 24 hours, ready to begin the attack. The construction of the Grottedam was started when scaffolds and suxiliary installations were set up and a part of the rock blasting was executed.

From the main tunnel 2,3 km of the setual tunnel was blasted without the strikes. The pipe road tunnel was started and out of the aforementioned 7: 000 m³ of the power plant 25 000 m³ were blasted. The concrete masts for the coupling station were almost finished.

Now it has been decided to resume work. The state took over the Garden interests and a contract was concluded between the state and "Hydro" concerning the construction of the plent, namely "Hydro" shall make it at the expense of the state and presumably will take later on 1/3 of the production to increase the production of nitrogen.

Document Book XIIe ILGNER ILGNER Document No. 252 Exhibit No.

Affidavit

I, Dr. Max HIGNER, for the time being in Nuernberg, Prison of the Palace of Justice, have been coutloned at first that I rands myself liable to punishment if I make a false affidavit, I declare in lieu of an oath that my statement corresponds with the truth and was made to be submitted as evidence to the Military Tribunal in Nuernberg, Palace of Justice.

Since until the writing of this affidavit my defense in spite of continuous endeavors was unable, unlike the prosecution to go to Norway, and since because of statements made to the prosecution, Norvegian and French authorities refused to give information to my defense, it was not possible to get complete and full documentary evidence. The following statement therefore was made to my best belief and knowledge partly from memory. In about the second helf of February 1941 the styre(Board of directors) of the Norsk Hydro Kvaelstof A/S., Oslo, dicussed at a meeting in Oslo, which took place under the chairmanatio of the mentiont of the Norsk Hydro, the banker Markus Wallenberg Der, Stockholm, the intention to participate with 13 1/35 in the Nordisk Lettmetall A/S Oslo which was to be newly founded. In order to roise the necessary money for Norsk Sydro Mr. Markus Wallenberg suggested to increase the capital stock of Norsk Hydro from NKr 104.300.000 .by NKr. 52.000.000 -- to NKr. 156.250.060 --

In this meeting participated on behalf of the Styre of Norsk Hydro, the president Wallenberg, the Director General of Norsk Hydro. Dr. Axel Aubert and Sir Thomas Fearnley and also Attorney-at-Law Bjorne Eriksen, who shortly afterwards was elected to the styre.

The Legel Department of Norsk Hydro wrote about these discussions and suggestions a memo which was signed jointly by the four aforementioned gentlemen (compare Ilgner document No. 206). This memo was supposed to be read as a proposal of the Styre at the extra ordinary general meeting of Norsk Hydro on 30 June 1941 which was to decide about the increase of capital.

The French and German members of the Styre which did not participate in this meeting, i.e. Pears. Moreau, Wibratte, Schmitz and Oster, were informed about this proposal in the same manner as it was usually done by Norak Hydro in peace time; they got from the Norak Hydro files which contained the necessary documents for the decisions to be made. It was a matter for the administration of Norak Hydro in Oslo to inform the members of the styre of Norak Hydro. The help which was given by the I.G. in informing the French members of the styre (see Ingner documents No. 208, 210, 211, 212, 214, 218 and 219) was a favor, which had been not always without risk and unpleasentness for I.G.

On the occasion of the repeatedly mentioned meeting of the styre in Oslo in February 1941 it was agreed that a special oral information of, or discussion with, the French members of the styre or the representatives of the French and international Stock interests, i.e. of the Banque de Paris et des Pays-Bas,

Paris, was to be given by Mr. Wallenberg. (compare Pros.Doc. NI -8086, Exhibit 1203). This information or discussion with the Frenchmen took place on the occasion of Mr. Wallenbergs and Erikson's stay in Paris during the period from 12-25 Merch 1941; it concerned in the first place all problems and questions connected with the planned increase of capital stock, and particularly the fact that this increase of capital stock was to be effected in order to finance the participation of Norsk Hydro in a company which was to be established, the Nordisk Lettmetall A.S., Oslo, i.e. in a company to be established for the production of light metals in Norway.

The Franchmen could not be informed in writing about the tachnical contracts, i.e. about the technical and production details, because of the state of war and of the participation of the German Air Ministry in this light metal production in occupied Norway. At the request of Norsk Hydro, I.G. intended to inform the Frenchmen about these technical contracts etc. but was explicitly prohibited by the German Reich government to do so (compere Prosecution Document NI- 13205, Exhibit 2019). Disregariof this prohibition by the I.G. would have meant high treason. In spite of that I.G. and Norsk Hydro agreed to inform the Frenchmen orelly in a proper way also about these technical matters (compare Prosecution Doc. NI-13206, Exhibit 2021) which actually was broadly done, namely after Dr. Kersten had been drafted into the army, by myself personally on the occasion of one of my later stays in Paris, The proposals made by the Norvegian and Swedish members of the styre in their memo (Ingner Document No. 206) were accepted by all members of the styre, also

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by the Frenchmen. This resolution passed unanimously by the board of directors was then put by the administration of the company before an extraordinery meeting in Notodden (Norway) on 30 June 1941 for a formal decision; the gener'l meeting decided in the same way. (compare HONER Document No. 207).

The G ran (I.G.) on S iss (I.G.Chanic) stockholders represented at the extraordinary general meeting had transferred all their votes to the Director General of Norsk Hydro Dr. Axel AUBERT, Oslo, who thus, like during the past years since 1927, practically joined all the powers of attorney in his hands; at the previous 14 general meetings Dr. AUBERT had always represented the German as well as the Swiss stock with one exception when he represented the Swiss only.

The French end the international stockholders were not represented at his general meeting. The consent of these stockholders was given, on the explicit wish of the Norsk Hydro administration, subsequently in Dalo by the Banque de Paris which represented the interests of the stockholders. (compare ILCNER Documents No. 223 and 224.) The prospectus of Norsk Hydro for the subscription of the new stock was likewise co-signed by the French members of the styre (compare ILCNER Doc. No. 238). I do not know why the French and international stockholders were not represented at the extraordinary general meeting on 30 June 1941 in a similar manner like e.g. at the general meeting in January 1940- at this time with 30,2 % of the whole stock capital of Norsk Hydro- or oven after 1941, which also all took place during the wer.

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However, the Swiss stockholders (I.G.Chemie) considering war conditions were not represented after 1941 until the end of the war at the general meetings of Norsk Hydro. The following table for the years 1937, 1938, 1940, 1941 and 1942 shows the representation of French and international stockholders interests of Norsk Hydro by the Banque de Paris (In % of Norsk Hydro's capital stock):

Benque de Paris et des Pays -Bas, Paris

		Own property		Clients' deposits Total			
	16.0	stock	秀	stock	*	stook	%
26.11.1937		24.568	4,2	121,051	20,5	145,619	24.7
30.11.1938		20.298	3,5	112.533	19,4	132,831	22,9
26.1.1940		21.750	3,7	153.533	26,5	175.303	30,2
29.11.1940				21.652	2,5	21.652	2,5
30.6.1941				,			
12.12.1941		11.038	1,3	477		11.515	1,3
18.12.1942		12.570	1,5	c#		12.870	1,5

The documents submitted by the prosecution show to a certain extent why the French and international stockholders of Norsk Hydro were hardly or not at all represented at the general meetings during the war. Thus prosecution document 14665, Exhibit 2018, shows that all shares of Norsk Hydro in occupied France were frozen by order of the German occupation authorities as of November 1941 and furthermore, that by request of the Benque de Paris a new deposit agency was established in non-occupied France in Marseilles at the local branch office of the Benque de Paris. This shows the difficulties

or impossibility resulting in the fact that French and international stockholders were not or could not be represented at the extraordinary general meeting on 30 June 1941. One can see from the HIGNER documents No. 220 and 249, like it was known from the information given by the Banque de Paris, that the French and international stock were partly not in sofes of French banks any more, but were brought out of France to a safe place.

The preparation of the extraordainary general meeting on 30 June 1941 as well as the actual carrying out of the copital increase was made by the administration of the company in Oslo; it was its internal business metter, (compare HIGNER documents No. 220, 298). The representing of French and international stockholders' interests at this extraordinary general meeting was also treated as an internal matter of the Norsk Hydro edministration, between the letter and the Bonque de Paris; compore prosecution document No. MI-12209, Exhibit 2020. The same prosecution document shows that the administration of Norsk Hydro had informed the Banque de Peris by coble that actual registration of stockholders interests represented by the Banque de Peris is not necessary for the protection of the rights of the stockholders at the general meeting. In addition to that the Worsk Hydro administration had expressed their readiness to conform to the wishes of the Frenchmen wherever that was possible. Actually the protection of, and consideration for, the rights of French and international stockholders was taken care of by close collaboration and complete agreement between the Norsk Hydro administration in Oslo and the Banque de Paris in Paris, as it is shown by the whole correspondence in my Norway document book.

The Sangue de Paris seted on its com initiative and responsibility than taking all those measures, in the same manner as banks decreasedly/on the occasion of such transactions, also in normal times. Sesides this transaction was for the Bun up to Paris a banking desiness out of which the bank made profit as a bank. (Compare Il year documents No. 242, 243, and 245). In Sangue to Paris was also liable according to France law for the correct issue of all about. The Banque de Paris was fully owner of this double responsibility before French law are to the entrophilors represented by the bank. In the performance of its dubles it was supported intelligently by the administration of the penpany in Calc.

bank in the Etyre Masra. Moreous and Threate, the president of the Service to Jeris Mr. Athalia as sell as the Director General Mr. John, more in full a recommend to to measures taken in commence that this transaction. Besides Mr. Threate the mes in charge of the share of the bank, Mr. Couture was very familiar with this business and to read on it. In order to would missenforstendings I should like to point but that the efficients of Morak Myrre had by no means the importance of a Comman sufsichtsrat, also, it is not now the importance of the safetherman of the social Estimated which had a special position a read upon in the statutes; it had only the importance as cutlined in Merveylan last, seconding to M received as the series of the safetherman (not the Styre) is only once kind of an auditing commension, therefore of decided; subordinate importance; numbers of the se-culled

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" inferentered are mostly accountants relief enginees of the

In the transaction of all these business enters the 3.6. — n explicit requests of Norsk Hydro and the Benjon de Caris—served as an intermediary within the possible, perticularly as remarks the formediag of correspondence.

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The French representatives in the Styre of Merak Byero -Hers. Moreau and Abretto- agreed in the same cannor with the resolution of the Styre of Norsk Hydro according to which the edimistration of Morak Hydro made use of their statutory right and excluded 43,05 % of the now stock from the purchase by the cld st ekholders (compare Tigner Comments bo. 220, 224, and 235). The proposed to rake use of this statutery of ht was also aske at the Styre mosting in Jobs ry 1941 in which porticipated Mars. Wallenberg, abbort, Formier and Irikson; it was more by one of the abovementioned livergian r Smotish gentleren; Dr. aubort supposed it. particularly as regards the consideration of I.C. daterests and qualified it as being in the interest of the company. In the same manner the reinforcement of Mervegian interests was emaillored right and necessary. (Compare Higner document .'s.265). The request f the Brich povernment to have a share in Brak Hydro, which was the primary reason of this ontire discussion about the 43,05%, was looked upon as an unfortunate but inevitable fact resulting from the conditions (compare Pres. Dec. 17-0088, Exhibit 1204).

The resolution of the Styre to exclude, up to 43,05 %, the right of purchase of the old stockholders went notually expert from the share to which I.G. as old at exhelder was entitled in any case— such less for the Banque de Piris, or the stockholders represented by it. The actual situation was as follows:

Out of the original or preferred subscription rights of the Norsk Eydro for the total of 44.45% the administration of Porsk/possessed in Navomber 1939 already 40.83 % to which the old stockholders automatically had no older (compare from Dec. VI-10162, Exhibit 1202).

Farthurners the statutes provided a right for the nd inistration -as contioned Mofere- to discose of 43.05 % the stick subscription rights in the interest of the company of excluding the stock subscription of ht of the old stockholders (Fres. dec. HI-10162, Exhibit 1202). The that it needed only the formal agreement of the aufsichterst of Horsk Hydr:, which -as wee montioned already- according to Wervertan law was in a relation of only an auditing commission to the Ogro; this approval was also given. In approval of the general coeting of worst Hydro, however, concerning these 43,05% was not necessary according to the statutes of Torsh Hydre (compare Tres.Dec.10162, Exhibit 1202). Thus the old stockholders were to be effered by the administration according to the statutes 12,5 % ami the preferred at okholders 3,52 % 16,12 %

As it is show by Pris.Doc. WI-10640, Exhibit 1212 dia Banque ic Paris sell furing the war 209,456 stock subscrittion rights of the Worsh Light to the Benk der Boutschon Luftfahrt, Berling this corresponds to the total heldings of the Banque to Faris (com preparty and international stackhalder, of a tatal of 36% of the eld copital stock of Norsk Hydro. Those were the pessessions after the German jewermeent bohing the beet and without knowledge of the L.G. had bount before at the be inning of (Homer Dec., 239) 1941/through the Broscher Bank 75,000 old Forsk Chiro stock about 13% of the all capital stock of Norsk Spire (Free.Dec. Hi-8089, Schinit 1201 and Pros. Doc. NI-10640, Exhibit 1212). Later on, joint regotiations ware confucted with the Grandmor Bank by orders if the Gurman ir binistry; is the 75,000 stock, held provisionally in trustooship by the Drosdnor Bank C r the I.C. and the Inftfahrthank, were posied with the old I.S. property in such a may that I.G. did not presses more if rate figure at ok then Gornan Roich agoneics. This corresponded with an emplicit diroctive f the Gormon Air limistry. The distribution of atook as shown for the and if 1941 in the report if the Dautacho dovisions- und Troubend-Attiongosollschaft, Berlin, des m t ive a correct micture since there is shown an intermediar stage in an unclear manner (Pres.Dec. MI-8449, admibit 1807).

The following table, which is supplemented partly by outlimites and calculations, shows the final distribution of lorsk Hydro:

As it is sport by Pros. Doc. MI-16646, Exhibit 1212 the Banque de Paris soli (uring the war 209,456 stock subscription rights of the Forsk Litro to the Bank der Beutschen Luftlehrt, Berlin; this corresponds to the total heldings of the Banque de Paris (own property and international stockholder) of a total of 36% of the cle conited stock of Marsk Sydro. Those more the possessions after the German government behind the back and withbut knowledge of the I.G. had bought before at the beginning of (Henor Dec. 239) 1941/through the Droscher Bank 75,000 clil Norsk Notice stick about 13% of the old capital stock of Norsk Hydro (From Doc. NI-8089, Exhibit 1201 and Pros. Dec. NI-10640, Exhibit 1212). Intor on, joint accordances were employed with the Droscher Benk by orders of the German ir linistry; is the 75,000 stock, held provisionally in trestoaship by the Louether Sur for the I.C. and the buftfahrtlank, were pecled with the old T.S. greporty in such a way that I.G. in not possess more I rak Make ot ek then Garren Reich agencies. This corresponded with an emplicit diroctive f the German Air Linistry. The distribution of stock as shown for the and if 1941 in the report if the Doutsche Rovisions- us Troubend-Aktiongesollschaft, Borlin, Cos net ivo a correct picture since there is shown an interpoliary stage in an unclear carner (Pros.Dec. MI-8449, Smithit 1207).

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The following table, which is supplemented partly by astimutes and calculations, shows the final distribution of Torsk Hydro:

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*) The increase from the normal stock subscription right of the I.G. amounted to about 2.2%, from the statutory atook subscription right of the I.G. (43.6%) about 4.8% and from purchases from neutrals (Switzerland) about 0.7%.

**) "coording to Pros. Doc. NI-10640, Exh. 1212 the Banque de Paris sold altogether 209 456 subscription rights to the Bank der Dautschen Luftrahrt. That corresponds with a total stock property or stock deposit of the Banque de Paris

of about 36% of the cld and about 2h% of the new espital stock of the Norsk Hydro.

***) The capital diverted to foreign countries is calculated as follows: Total deposit of the Banque de Paris (two property Frenchmen and internationals) before the cuttereak of the war about 33 plus about 32% - 65%. After substruction of 13% acid to the Preadner Bank (Ving) and of the remaining 36% out of which subscription rights were offered, there remain 16%. Since as it was proved the Banque de Paris took much trouble to realize all subscription rights within reach i.e. to offer them (compare Ilgner Doc.No.249 and 250) it has to be assumed that the 16% were clients deposits (international stockholders) who took their stock out of France at the beginning of the war and whose stock was therefore not seizable. In relation to the new capital stock it was about 10.5%.

****) According to Pros. Doc. NI 10640, Exh. 1212 the Canque de Paris sold 75,000 old Norsk Hydro stock to the Dresdner Bank.

This is equivalent to about 13% of the old capital stock of Norsk Hydro. The total boldings of the I.G. and of the official agencies were pooled, as it was mentioned before, since according to a directive of the German Air Ministry, the I.G. was not supposed to hold more than the official German agencies. Acutally after the transaction was finished

the I.G. and the official agencies held an equal amount.

62

The strekh ldors represented by the Benque de Peris (Property of the bank, Frenchman and intermetionals) had therefore a theoretical claim of altogether 36% of 12,5% = about 4,5% plus 3,52% preferential rights = altogether about 8,12% of the new stock; according to their share the subscription rights from roughly 57% of the new stock.

The inclination of Franch and particularly I intermational stockholders to invest during the war namely into light actal production in Norway, occupied by German trops, was I course very slight. (Compare Ilynor Decement Mo. 220). Besides, according to a resclution of the lorsk Bydro ad injetration the new steel: was not supposed to have a right for Cividend Cisbursecunt, therefore it would romain without interest for the first two or three years. Under those circumstances the Banque Co Paris was costly interested in getting for the stockh libers which it represented the opp rtunity to soll the subscription rights assi ned to them. This would not have been possible under wisting e militime since because of lacking transfer possibilities a market could not develop in France for those subscription rights (compare Pres.D.c.N.I-30540, Edubit 1212 and Higher document No. 196). Owing to the autitude of the I.G. or to the cable effor ande at the surrestion of the I.G. by the Enskilds Cant, Stockholm, to the Banque de Paris on 15 August 1941 (Higher Decement Nr. 242) such a possibility to sell the subscription rights was created. Ilenor decuments No. 249 and 250 show how great an importance attached the French and international stockholders to the possibility of solling their subscription rights.

The damage suffered jointly by Norsk Hydro and I.G. in the Nordisk Lettestall was caused primarily by the English dir raid on the light notal factory in Hercen (direct was damage) in summer 1943. This primary was damage was followed by a second indirect was damage. This can was caused by an order of the Central Flanning, Barlin (ammient Ministry) to stop inactiately the entire construction , lan Nordisk Lettestall including the hydroulic power hear.

In order to case financially Worsk Hydre, I.G. case irreliately t the assistance of Mydro which was released from all still autstanding financial liabilities to the Cobit of the German partners and was given jonorally a proferential position (Higner decuments Mo. 198 and 199.) Furthermore, I.G. insisted that Persk Hydre as a foreign firm was compensated in the same way as the German partmore by the German Raich everyout f r war fact os suffered (conpero Higher documents No. 199, 201, 202, and 203). After lang and difficult accountions on assent of official agencies and obtained on 14 February 1945 to the effect that Hersk Hydre should be conpensated in the same way as the Gorean partners (corpers Hener doc. No. 204). It was the first time that such on assent could be obtained from the German poverment to compensate a fereign firm for mar Campus suffered. Due to the development of the war situation in spring 1945 it was unfortunately impossible to transfor the sun for the darages to Horsey (Henor Dec. 194).

But the actual situation today is the following: Worsk Hairo invested altogether into Mercisk Lettentall including the hydraulic power Mar about 66 million NKr. The value per balance of machines imported from Gormany which remained in Norway at the factory area of Norsk Hydro in Hercen and Macr and the value of buildings also constructed at the factory area of Norsk Hydro (after the dir-raid and other destructions) represented, already on the besis of 1941-45 prices -also considering special war factors—a total sum of 268 million NKr (compare Hydro decument No.194). On the besis of present considerably higher world prices the value is even more favorable for Norsk Hydro. These new installations are being partly finished and operated after the war and partly are new being finished by the Norvegians, namely by a company in which the Lorvegian covernment and Norsk Hydro have a share of 50 % each (Hydro Norvegian covernment and Norsk Hydro have

It follows from the ab we that the transaction Norsk Nylro/ Nordisk Lettentall has increased the capital of Norsky, Norsk Hydro and thus also of the French and international steekholders of Norsk Hydro by roughly 100 million NKr.

Nuombor, 20 jril 1948

si nod: Dr. lim Ilmor

The above signature of Dr. Nex HARRA, affixed total before so, Dr. Telter Backer, is certified and mitnessed hereby by so.

Muernberg, 20 pril 1948

signod: Dr. ltor Bachen.

Document Book XIIa HIGNER ILGNER Document No. 253 Exhibit No.

Jaques Raindre

14, Rus St. Guilleume Littre 84-28

I, the undersigned Jeques RATNDRE, residing in Paris, 14, Rue St. Guillaume, know that I am liable to punishment for felse testimony, declare that this statement corresponds with the truth and is supposed to serve to clarify the conviction of the Military Tribunal of Nuernberg: In a pravious statement made before the defense counsel of Dr. HGMEP I told what I know about the character of the latter. C-11ed by the defense to testify particularly about the business of the Norvegian Nitrogen Corporation it is difficult for me to give detailed information, without any documents, about negotiations in which I did not participate myself, since I did not keep any minutes concerning this business. Therefore I have to recell memories which are already old. When the negotiations were storted in Merch 1941 Mr. Wallenberg, president of the Norvegian/was in Paris. I remember that during a private meeting held with him Dr. ILGHER recommended great moderation in order, as he said, "to keep up a cordial atmosphere during the conversations and to allow in the future a resumption of relations the more favorable as the attitude during the occupation was more friendly." Immediately after this first contact the Dresdner Bank intervened. This intervention provoked a lively reaction of I.G. Ferben. Dr. ILGNER was quite frank to me about it. The intervention of the bank must have resulted in imperative instructions from the Berlin suthorities to the negotiator but I am convinced knowing his liberal attitude he tried to attenuate them. And besides

- 2 -

it is a fact that during our conversations he suggested an indemnity for the stockholders as satisfactory as possible on the occasion of the purchase of their subscription rights. Surely, owing to existing circumstances the position of French and Norvegian groups was weak and the situation of the German group was strong; it is too bad that this factor was important. But I have to say that during the negotiations Dr. ILGNER always tried to keep up a polite atmosphere.

/s/ Jaques RAINDRE

17 April 1948
(Stemp) Commissariet de Police
4, Quertier 8, Thomas d'Aquin
Paris 70.

The above signature is certified hereby.

Peris, 17 April 1948 Folios (

Police Commissioner

CERTIFICATE OF TRANSLATION

6 May 1948

I, Stanislaw S. Foldman, ETO No. 1043, hereby certify that I am a duly appointed translator for the German, French and English languages and that the above is a true and worrect translation of document Book XIIs ILGNER.

Stanislaw S. FULDMAN ETO No. 1043 Defense 6

Tribunci VI

Supplement

to

Document Book Dr. Mer ILGNER

Nos. ZII A

(must after Doc. 253)

11 8

Just.

Ilgner Document No. 259 Exhibit No:

Affidevit

I, Jacob Milenberg, bank director, Strandvaegen 27, Stockholm, Spede, born on 27 September 1892 at Stock-holm, know that I make myself liable to punishment if I render a falso affidavit. I state in lieu of oath that my statements correspond to the truth, and that they were made in order to be presented as evidence to the Military Tribunal VI at the Palace of Justice, Nurnberg, Sermany.

I refer to the fact that my statements are mainly concerned with conditions union affected my deceased father, Herr Larcus blienberg. I am therefore relying mainly on verbal reports which I received from my father at the time. I am aware that my father, on the occasion of his trip to Paris in Taren 1941, discussed the capital increase in the Porsh Hydro - which mad been suggested by the Styre and the general ptockholders coeting - with the French Lembers of the Styre of the above mentioned company, and that he expressed himself in favor of a magital increase which corresponded to the capital requirements.

I never heard that in connection with the capital increase any pressure was exerted upon the French stock-holders by the I.C. Farbenindustrie. During the discussions pertaining to the capital increase the French stockholders

had expressed contain wishes regarding their own subscription possibilities in Monnegian Eroner, On the part of the I.G. Forbaninguatric no objections were raised against these wishes. However they were later on not granted by the German authorities.

In August 1941, t the request of the L.G. Perbenindustrie, discussions took place between a representative of the I.G. Translaterio and my father regarding the establishment of a sultable price for the subscription rights. I particinoted in these. At that time my father suggested what he deemed to be a suitable increase of the grice mentioned by the I.C. Parcenincustrie. This price was then approved by the I.G. Perboninductr . - I am unaware of the fact that my father is augmosed to have cated officially os referee for the establishment of the purchase price. t is true that in the summer of 1941, at the request of the I.G. I rbening stric, the Stockholms Anskille Bank undered to the Tacue do Fris et des Para- To a purchase offer for the su scription ri hts or inctin from French ownership, and the the some was then accepted in rinciple by the last na sed bank.

It is also true that early in 1944 I was requested by Dr. Henor to become a member of the Styre of the Morsk Eydro. I informed him that in principle I has propered to do this - the Borsk Hydro was founded by my father, and our bank maintains active business relations with the company - but that the question of my election would have to postponed to a later date

because of the conditions preveiling at the time.

During the imprisonment of Generaldirektor Triksen,

Dr. Higher informed no that he and the I.S. Erbenindustrie

were doing everything in their power to assist Herr Eriksen.

In response to an exestion whether it would not be possible

to liberate Herr Briksen from military imprisonment, Dr. Illa
ner pointed out that in his opinion, in case of a successful carrying out of much a liberation, there would be the

danger of a renegoed imprisonment of Eriksen by the Gestape,

and in that case there would be less opportunities for

rendering assistance.

Dr. Ilener clumys behaved properly towards my father. He made a good ingression on my father. Stockholm, 27 April 1948

sgd.: Willonborg

I, the undersigned, Bongt Stouch, Notorius Publicus in Stockholm, haroby curtify:

that Bank Director IACOB WALLIELDS, residing Strendvacuum 27, brockholm, Sweden, has prepared the above statement in lieu of a th, and that he has personally subscribed the same.

Stockholm, 26 . ril 1948

(Stong and Sual) sad: Bongt Stouch

(Steep)

Foe and Stamp Eroner 5 .-- KINGDOM OF STREET
OUTY OF STOCKHOLD
DELSEY OF THE
UNITED STATES OF LICEN

SS:

I, Fitrick Millon, Jonsul of the United States of America at Stockholm, Bucker, duly commissioned and jumlified, do hortby certify that high STAUCE whose true signature and official soci are, respectively, subscribed and affixed to the foregoing certificate, was, on the 28th day of April 1948 the day of the Cate thereof, a

Notary Public of Stockholm.

breden, Guly commissioned and qualified, to mass official note faith and or dit are due.

In titness whereof, I have aerounte set my hand and official seal of the Acertean Consul r Service this 26th day of April 1948.

CA, Patrick Mallon P.Tuck Lillon

Consul of the United States of America

(5001)

(Stemp)

For No 1450 2.-- -- 730

The true and cor set copy of the above document is cortified by:

Hucrnberg, 4 Her 1945 Br. E. BLOW MATTER

C. SIFICIT OF TWINSL FIRM

5 May 1948

I, Hanns Ed. Gleichmen, A-443029 hereby certify that I am a duly appointed translator for the German and English Isnauges and that the above is a true and confect translation of the Illiner Document No. 259

Honns Ed. Cloichman, A-443029

" Bna"

14 4

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BJ.Z./8/D/HTL.

Is the shercholives may know, the convery has been 'usy i'r a considerable period with various rions in the ercetion is new plants for the exploitation of that electrical cover until could not be used in our Witrogen plants - as also with rions . as involved development of the letter power, which would less to a continued extension of the company's sphere of societies.

the are now on the joint of rushleting those lens, partly by extending our own plants and by greating new limits, with by way of particulating as stockholder in a new occurry which has been founded for the purpose of dev locing water power and or catalog a new rush industry in connection with this.

Upder these directationed the Wastern has considered it measurery to accord the required product for those new enter rises, and they have therefore 'eternine' to proceed to the present Special Denemal Lecting that the stock control of the controly should be increased from Kr. 104.300.100 to Kr. 156.450.060 to make of issuin; 205.722 new shares of order stock, each velaint Kr. 160.-.

The Worstend wishes to ask the General Meeting to pass a resolution approving this plan.

In accordance with inticle 16 of the Strautes the stock of its can only be increased on the authority of a res lution passed by the Control Meeting at the request of the Verstand; but the Verstand has to fix the price of and the subscription conditions for the new stock, as well as the details me the methods of exercising the grafe entire rights mentioned in article 15 of the Statutes.

Mocament S. k .IIA HOTTI: HighEd Document D. 306 Exhibit Lo....

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The Worston', therefore, wish a to rea the Conord Action to authorize the Wreten' to corry out the increase of an atrial in recording with reticle 18 of the atriates.

In recommendation was designed as the statement of the Statement of the recommendation must be mean in the oral of very or so helperine comparing the expectage of the statement of the statement

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The Constra Tecting authorizes the Taston's course up the increase in secondary of the steemers.

If the Penerel Licting a -rower the suggested resolution, the Pere and, in egreen at with the Pulsichterst, will heart how the certificator secondary a right to subscribe with the live heart we at the Piscosel of the Paratend - encount them also these a obtained in the third-responds from the and of article 15 of the stability in respect of 43.05 for the article increase - should be for so as so serve the best inter sea of the correspond

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circumstances rrise - the Vorst no interes to produce on the solleway.

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It is intende to issue all new stock at the named value. On the other hand, indicate will only be no able to the hand stock as from let July 1913, iny possible divident in respect of the new stock will therefore to the for the first time in obtain 1914.

and out during the special Concret Moutin held the Actordon on 30 June 1941.

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Copy from file 61 - 42

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30 June 1941

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CCTT

NOUSE LANCE CHARACTER WAY AS DESCRIPTION OF THE PROPERTY OF TH

I.O. Ferbonindustri. Altienpesullschrit Central Financi - Administrati n

Attention : Berr Dr. Worr

Onter on Linden 82

Cb/Ihe.

15.7.1541

the tele ble liberty of forwarding to you the attental one files, one for Ochamies and The and one for Dr. 15 Th, which contain various suggestions to to make at a meeting to the Dr. 10 in Oale, and we would ask you to meet these files on to the afort meeting of pentiumer.

Herr MOT TO and Herr To TTT, as well as a letter make or employers for Herr C. COUTE, and we would be gret full if you walk forward the said documents on to Paris.

To thruk you for our trouble in this consection on the in-

yours truly

"FACE, MONEY HYDRO TO THE EST.

MATERIAN STREET

Impace

Document fook HIT BECKER HEFT Rememble. 209 Exhibit Fo....

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1.6. bearing dan in and Author 808 12

Central Finance Ministration

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Yorek Evdro-Flohtrisk Kvaclstofekticsclakeb

0 s 1 o Sollet. 7

Financial December / 2042

22 1111 1541

2/Br.

Incress of control

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The confirm with tenks result of your letter of 15 July 1541 and inform you that to have in the countless, in second has add your request, sent on the attached files to Cohelerat 20217 and Dr. CATES, as well as to the "angue de Faris and the Tayo-Eas, Paris.

D. custont Peels IIIs IIGATA HIGHER O. custont to. 210 Exhibit To....

-1-

Copy from file 61 - 43 Letter 10/milrette Peris, 22 July 1941

Finencial Descript / 341

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22 July 1941

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Born L. T WT

Penco, do Paris et des Prys Bes

3, Rus diintin

Peris

Norsk Hydro.

Over Harr 'T' ITTE, "

real result in the the liberty of sensing you for your information of letter of result to you by the discotor Central of the Yersh Syrer Flektrisk Kvalletoir table, of the letter the fitter to the file for yourself and here then by and the letter to the file for yourself and here then by and the letter to the Rose William.

Yours truly

sign. Fronk Fight as n. Title

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Document Book .If: IfGhEs. IfChin D cunnt 1 . 220 Exhibit 10....

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/ffil = wit

I, Pater """", em loyce of the Ir Control Office it Transfort / Hain and Chief of the Central Produces at Destinant #11-Cricabein, residing at Transfort/Dain, Terenerations 31, after both to an owned in the first instance that I seems award liable to emissions by making a false afficient, in the and confere that my affidavit corresponds to the truth and that as is to be submitted as evidence to the Affidavy Tributal VI, Palos of Justice, Justice, Cormsty.

I desire the fellowing under coths

The so y in the review see tillies with the receive to be found at the Seconds Suiting of the IC Control Office , Frenhaurt/Lein - Criesheim.

Pronkfurt/Crin-Cricobilo, 12 Filturry 1946

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alm; Tayla

The authoritate of the above it nature of Julia Cold TIES, resident at Francisco/Prin, Terrorestrate 35. 6 to be bridge to me, Tr. Witer T.P. , is hereafth and to the condition.

Trenkfort/ -in, 12 February 1946 si m. Dr. "lber F (H.d. (.s.istanb D.a.ms. C.uns.))

Occurant Fook All Holla INCAR. Demant L. 211 Exhibit Lo.....

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Control Finance, Cainistration

Berlin 1 . 7

70:

Herry T. "T" TT Sergu de Peris et des Prys - Tes 9 Tue difetin

14/21 10 0:1 1941

Increase of Criter York Mydro.

To trice the literty of serding you as an elektron - letter addressed to you by the lorek Spare, date: 7 ha mat load, as well as documents attracted.

To would be very provided to you if you will not to the the formation ordered if the stock and cotton with a most proton efficied is returned to its as quickly as a settle.

Torkers it would be assiste for you to find a quicker by of dismetch by war of our friends, the Schote area I'd. Tortion do l'otiones Colorentes et a Trachite Chimiques, Perso, Shile, Avenue Hoches

Truly yours

ag F THINK THE PRINTER STREET FR

Noment Took II: HONEL HOWER Round to. 211 Exhibit L....

F.S.

Refore distriction the letter we receive the arm incoming once more three bytter that the stock prespector are been coming once more in what of the fret that subscriptions can only a come as asia. It also creates to the new letter arms the large from a read in the restriction of the restriction as a marrial.

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innexes

Affidev it.

I, Feter "TOTITUTE", ampleyed of the IS Control office at
Frankfurt/Din com this of the Control ordines it Problemt/
Frin-Pricabely, residing at Frankfurt/ rin, I renerated to 3, efter
having been corns in the first instance that I remove qualit
liable to sundament by anking a false afficient, as as an healign
that my offi and a season's to the truth an time of a large
rebultted as evil on to the 'ilitary Tribunal II, I deal of Justice,
Yuembers, Comments.

I declar, the following ender orth:

The only on the section by a tilling with the rear is be found of the records building if the IS Control Office of April 10th Ann - Priceboin.

Frenchurt/Erin - Dri stein, 15 le vures 1948

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Miller TOIS

The both atteity of the slove signature of four Total Tillings, residing at Frankfurt/Crim, Teraperstress 31, the last condition by me, Dr. Witter Tilling is continued and personal base with.

Prenkfurt/Drin, 16 t. rurr 1948 ein. hit. r

Document Book Alls Hosel Higher Document No. 218 Exhibit No.

HORSE BY HOLDISKTHISK KVALISTOFARTH SDISHAB

I.G. Ferbenindustrie Aktiongesellschaft Central Finance Administration

attantion Dr. KERSTEN

Unter den Lindon 82 Berlin MV 7

M_O/ ENT.

0slo, 18 August 1941

Embject: Our incresses in capital.

We send you unclosed our letters of to-day to General Dr. SCHITZ and Director-Sen ral Dr. OSTH, with enclosures.

We also transmit to you our letters of to-day to President E. MCRIAU and Administrator L. Wilharts, Paris, with enclosures, and ask you to kindly forward these letters as usual to the gentlemen neutlened above.

We assume that our letters of 7 inst. were already forwarded to.

Hears. MCHIAU and MERRATIS, - otherwise those letters would have
to be sent simultaneously.

Yory eincarely yours

pr.pr. Serak Sydro Elektriak Kvaclatofaktiosolakab: signed: two illegible signatures

P.S. as the only berwegian number of the Verstand, Mr. FLARLINT is absent, the powers of attorney for Mr. MCCLAU and M. WIRLATED can not yet be forwarded.

d original lotters with onelosures

Document Book XIIa ILGARA ILGARA Document So. 213 Exhibit No.

COPY.

1.G. Farbonindustrio Aktiongosellschaft Central Finance Administration

Berlin MY 7

Morsk Sytro-Bloktrisk Eraclstofektioselskab

0a10

Sollogaton 7

M-0/EME

18.8 Finance Office

21 August 1941

B/BE/2647

Your increase in empital .

• We confirm the receipt of your letter of 18 inst. We have forwarded the letters transmitted to us to Coheterat Dr. SCHMITZ, Dr. OSTR. MCRCAU and "THRATTS, together with your letter of 7 inst. We have asked the continuous to affix their signature as seen as possible, so that you may receive the signed papers at the earliest.

Vory sincuraly yours

1.6. Farbonindustria Aktiengusollechnit

signed ppn. KaiSTas signed

for Ballin

Document Book Mile Hower Higher Document No. 214 Exhibit No.

COPY.

Norsk Sydro-Elektrisk Evanlstofaktioselskab

I.G. Ferbonindustria Aktiengosolischaft Central Finance Administration Attention Dr. KERSIEN

> Unter den Linden 82 Berlin MW 7

Oslo Solliget. 7

M_O/ENT.

25 August 1941

Subject Increase in capital,

We transmit to you herewith our letters of to-dry to N.S. MON.UA, Vice-President and to N.L. WILLIAMIE, administrator, with the powers of attorney mentioned. Places forward these letters to the addresses.

Very sincerly yours

pr.pr. Sorsk-Sydro-Blaktrisk Zynolstofaktionglekab:

simod: 2 signatures

2 ori inal letters with occlesures.

Document Book XIIa ILGNAR ILGNAR Document Bo. 214 Exhibit Bo.

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AFFIDAVIT.

I, Fotor Name Like, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Control Archives in Frankfurt/Main - Grinsheim, residing in Frankfurt/Main, Lorenerstr. 31, have been fully serned that I shall render myself liable to punishment by unking a Calse affidavit. I declare that my affidavit is true and that It has been made in order to be submitted as evidence to the Wilitery Pribunal VI, Palace of Justice, Suremberg, Garanny.

I state under oath the following: The above copy corresponds with the original which is kept in the Seconds building of the I.G. Control Office in Frankfurt/Main - Griesheim.

Frankfurt/Main - Originals, 20 February 1948

signed: KROSSUZLINE

The chave signature of Peter MROBMURLLUR, residing in Frankfurt/Main, Lorenerstr. 31, personally known to me, Dr. Valter BaCFPM, is her with certified and witnessed by me. Frankfurt/Main, 20 February 1948

signed: Dr. Walter HACKEM

Document Book XIIa ILGARE ILGAR Document Bo. 215 Exhibit Bo.

COPT.

Borsk Sydro-bloktrisk Evnolstofekticselkeb

I.G. Farbonindustrie - aktiongosollschaft Contral Finance administration

Attention Dr. U. Kanstan,

Unter den Linden 82 Borlin NW 7

0slo 5olligt. 7 27 august 1941.

Inclosed we transmit to you our letter of to-day to the Benque de Paris et des Pays-Ess with the Prospectus concerning the Issue of Stock mentioned in the letter. Planse forward the letter in the usual menner to the Banque de Paris.

Very truly yours

pr.pr. Norsk Hydro-Bloktrisk Kvaclstofektiosolskab

signed 2 signatures.

Original letter with emclosure.

Document Book XIIa ILGNAR ILGNER Document So. 215 Exhibit So.

AFFIDAVIT.

I, Peter Exchinising, employee of the I.G. Control Office in Prankfurt/Main and Chief of the Central erchives in Frankfurt/Main -Grieshoin, residing in Frankfurt/Main. Lerenerstr. 31, have been duly warned that I shall render myself liable to punishment by making a false afficavit, I declare that my afficavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Suremberg, Germany.

I state under oath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Gricanoin.

Frankfurt/Mein - Griesheim, 20 February 1948.

migned: MROSMUBLL R

The above signature of Pater KRO MURLLUR, residing in Frankfurt/Main, Lorenerstr. 31, personally known to me, Dr. Walter Rachest, is herewith cortified and witnessed by me.

Frankfurt/Main, 20 February 1946

signed: Dr. Walter Backelli

Document Book XIIa HGNER HGNER Document No. 216 Exhibit No.

COPY.

To the

Norks Hydro-Blaktrisk Kvoolstofaktieselsk b

Oclo Selligaten 7

by air mail

Ke/Kech. 1 September 1941

We received to-day two letters of 35 and 27 august 1941 with the letters addressed to M. MCDZAU and VIRATTS and to the Banque de Peris et des Pays-Bes, which we have forwarded according to your request.

Very truly yours

I.G. Farbenindustrio Aktiongosellschaft

Stgned 1 pps HEIF-RT signed! for Balling

Document Book XIIa ILGNIR IIGNIR Document No. 216 Exhibit No.

AFFICAVIT.

I, Peter ERCHAULLER, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Control Archives in Frankfurt/Main -Gricsheim, residing in Frankfurt/Main, Lerencestr. 31, have been duly warned that I shall render mysolf liable to punishment by making a false affidavit. I declare that my affidavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Euremberg, Germany.

I state under eath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Gricsheim.

Frankfurt/Main - Griesheim, 20 February 1948

signed: KROSKUELL R

The above signature of Pater KEOMMUELLER, residing in Frankfurt/Main, Loreneratr. 31, personally known to me, Dr. Walter Backer, is horawith certified and withessed by me.

Frankfurt/Mein, 20 February 1948

signed! Dr. Walter Baumint

Document Book XIIa ILGAER ILGAER Document Mo. 217 Exhibit Mo.

COPT,

Horak Hydro - Bloktrisk Kynolstofaktieselskab

1.6. Farbonindustria aktiengesellschaft Control Finance administration,

attoution Dr. U. Klasten.

Unter den Linden 82

Oslo, Solligt. 7

Borlin aW 7

F5/HML.

10 September 1941

Subject: Increese in capital.

Paris of for Pays-Bas, Peris, of 9 last. Please forward it in the usual menner.

Very truly yours

pr.pr. Norsk Hydro - Bloktrick Kvaelstofakticsolskab

signed: 2 signatures.

original lotter to the Benque de Peris, Paris.

Document Book XIIs ILGHER ILGHER Document No. 217 Exhibit No.

AFFIDAVIT.

I, Peter ERCHMULIER, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Central archives in Frankfurt/Main Gricshoim, residing in Frankfurt/Main, Lerenerstr. 31, have been duly warned that I shall render myself liable to punishment by making a false afficient. I declare that my affidavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI. Palace of Justice, Suremberg, Germany.

I state under onth the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frenkfurt/Mein - Orienhoim.

Frankfurt/Mein - Gricsheim , 18 February 1948.
signed: ER GRUELLER

The above signature of Poter RECONSTILLE, Toulding in Frankfurt/Main, Lorence tr. 31, personally known to me. Dr. Walter BACHEM, is herewith certified and witnessed by me.

Frankfurt/Main, 18 February 1948

signed: Dr. Welter BaCHEM

Document Book XIIa IIGATA IIGATA Document No. 215 Exhibit No.

COFY.

COFY.

MORSE WYDRO - ELEKTRISE MY DISTOFARTIESHISKAS

Air mail Emprose !

I.G. Ferboniodustrie Aktiongosolischaft Contral Finance Administration

attention Dr. U. KERSTEN,

Unter den Linden 82

"slo, 17 September 1941

Borlin - 7 7

IS/ATL

Subject: Increase in capital.

No horowith confirm receipt of your tel gram with following contents:

Figure the following tologram Faris 11 September colon

Your letter first September Norsk Hydro received on sixth

coclosed three letters immediately forwarded to Benque do

Peris et des Pays-Bas step according to information these

letters were not received by addresses We request copy

Parisopi as copies of your letters of 26 27 August with

powers of atterney Moreau Wilbratte final French text

Prospectus not available here Please forward new documents.

Ignsekretariat.

Enclosed we send you two new letters of the same contents as our letters of 36 inst. to

Document Book XIIa HGGER HIGHER Document So. 218 Exhibit So.

- 2 -

W. HCh. all and Wilhards, with powers of attorney, for the two gontlemen mentioned above.

We unclose furthermore another letter to the Banque de Paris et des Pays-Bas. Paris, with the same contents as our letter of 27 inst. - as you may see from the post-script mentioned in this letter, we send you instead of the original enclosure one copy of the newly printed subscription list in French which contains the entire prespectus of stock.

Very truly yours

pr.pr. NOESE HYDRO-BEZETRISK KVARISTOFARTIESELSKAB

signed: 2 signatures.

3 lottors with enclosees.

AFFIDAVIT .

I, Poter EBCHNUELLNE, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Central archieves in Frankfurt/Main-Gricehoim, residing in Frankfurt/Main, Lorenerstr. 31, have been duly serned that I shall render myself liable to punishment by making a false affidavit. I declare that my affidavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nuremberg, Germany. Document Book XIIa HIGHER HIGH Document No. 218 Exhibit No.

-3-

I state under oath the following: The above copy corresponds with the original which is kept in the Records Fullding of the I.G. Control Office in Frankfurt/Main - Grieshelm.

Frankfurt/Main - Gricshein, k8 February 1948.

signed: KRONWHLLER

The above signature of Poter MROMMUELL 2, residing in Frenkfurt/Main, Lorencestr. 31, personally known to me, Dr. Walter McCHIM, is herewith certified and witnessed by me.

Frankfurt/Mein, 18 February 1948

0

signed: Dr. Walter Racking

Document Book XIIa ILGUER

CAMPIFICATE OF TRANSLATION

6 May 1948

I, Holono LableMasD, Giv.No. AGO B 398, 038, hereby cortify that I am a duly appoint d translator for the German and English languages and that the above is a true and correct translation of original document.

Holono Lallemann Civ.Bo. AGO H 398 C38 Document Book MIc HGHIL HGRER Document No. 219 Exhibit Fo...

-1-

Copy

IG Ferbenin ustric Skingesellschaft

Central Pinance Administration

Berlin FT 7

Tenous de Paris des Pays-Pes

3 Fue 91/mtin

Taris

D. 14

21 February 1944

Financial Department / 211

Yorak Hydro

is an enclosure at sent you on. file of the torak Mydro each for "res. "O" ", I" IT and COUTE", as well as records of the Styre-Pastin held on 20 January 1944, and ask you to res on those records to the rentlemen in question.

"e would be very prateful if Herr : Old to and Herr I - The would seen rive us their equants on the vericus surpestions with repart to forsk Hydro. That we are only someting you this records now is due to the fact that 'y mistake they have only just arrive here iron Calo.

Purthernire, we send you and asset a letter from the relating the Market of the Herrior and Transfer and the relation of the architectures, and also ask you to live us your community with report to Yorsk Sydre.

Yours truly

id ... Trible I I Trible Scripping at the sim. Him douby, sign. re T SH !!

Innexes

iffidevit.

I, Peter & On William, and loyue of the ID Control Office at Frankfurt/
Main and Chief of the Control Archives Prankfurt-Main - Cricaholo
residing at Frankfurt/Main, lersmoratresse _1, after beving been
werned in the first instance that I render sysulf lie le to _unishoont
by making a false affiliavit, dejose and declare that my affiliavit
corresponds to the truth and that it is to a substitute a evidence to
the 'listery Tribunal VI, Palace of Justice, No. in or , Corneny;

I celar, the following under oath:

The comp on the reviews age telling with the record to be found at the Seconds Building of the IC Control Office, Fre Mart/ Dis-Cricsheim.

Pronkfurt/Dein, Grieshein, 16 February 1948

The authoriticity of the slove si nature of Poter ".J. Ullian residing at Frankfurt/Frin, Terinorstrasse 31, who was identified by me, Dr. "Fitter ".PEC", is hereath mentions and cortified.

Frenkfurt/Wein, 16 February 1948

Sign. Dr. Feltur Ediff. (/esistent before Coursel)

Document Fook Alle 1101an HOWER Document . 220 Exhibit Mo....

-1-

(herdwritten)

10 Ferbenindustric Ationposellscheft file 61 - 42

Central Finance Administration

Ferlin N° 7

Financial Secretary 2086

We/Kech

by almost 6

To the York Hydro Micktrisk Syselstofelitionalski

Solliraten 7

Subject: Porntistions with the Jeneus de Bris of Mas Stys-Ess.

"a refer to the recent tele home conversation between the underei med

end Director Comment TRETY, and we take the liverty or living you the

following information at out the na objections conjucted with the Benque the Faris at the Pays - Its by Dr. Fifth and Dr. To This our can any, and Tr. "Time" of the Oras har Denk in Paris:

The Comman proof has rehieved an approximation which the Tanque of Paris to the effect that the German proof declares itself rough to account from the French shark-holders the subscribing from the Carital increase of your courseny, as in view of the lack of transfer cossibilities from France to lorsay the French shark-bland would not be in a ceitien to make the required syments in rus set of any shares for which they plant subscribe, a have meanwhile asked Freshlunt to Tanta of the Stockholm Enskilds Sank to take a suitable supported for the Stockholm Enskilds Sank to take a suitable supported for the Stockholm Enskilds Sank to take a suitable supported for the Stockholm Enskilds Sank to take a suitable supported for the Stockholm Enskilds Sank to take a suitable

The seculation of the subscription rights is to be entried out by the Smakilds Lenk on behelf of the German group.

In this connection the representatives of the Daniel in Prila have informed us that 65 % of the expital of your company is in the responsion of Prenchmen, a fact which is of importance in connection with the distribution of the conscription of the Comman group.

"ith report to the community which the Ferrus of Paris substitud to the strainfatration in connection with the Francisticus, and an which you have given us your detailed or inion in your memoranius, so to reached has been reached on all cints.

The Terror to Peris ettrehos a cold invertance to the Jen that even tefere the bolding of the General Meeting the shruboldors should be liven seen information concerning the intended increase of equitable years of a suitable sublication in Prenos. In reference was reached concerning the text of this sublication. I have clearly liven you the text of this sublication in our telegram of 25 June 1941, but for the sele of order we ches more enclose the working. The Sen set of Poris spread with your suppositions concerning the large rise and the late as free which divisions will be engeted. (Page 2 of your memorandum little).

The Tengue de Paris has convenced itself of the necessity that the requents on the new shares simple he so your free discosal at Dalo, and in view of the impossibility of transferring such expents at resembling rance to Norway, they approved the sale of the entire Prench on serie tion rights to the Garman grou. We would like to mention in this connection that the Garman grou has reclared itself ready against a transfer of the correst ording accounts in Kronen, to take over your obligations for payments to be made in France in respect of indicards due, texas, our ensetions payable to members of the Verstand as well as to the langue de Paris, and to say out the correst ording accounts in France for recovery

Document Book Alla HGMER I'GNER Document To. 220 Exhibit No....

-3-

The strivel of the Foreign Exchange Authorities of the countries concurred will be necessary in each case and we are so resent taking steps to obtain this. According to the statements of the Banque de Faria the amounts in question are as follows:

Dividends due taxes un to let /ril 1941 Communaction ryshle to the Parque de Peris in respect of 1940 Communaction ayable to the Vorstand penturs.	nier.	3.501.000.— 1.100.754.20
	a.	27.600
	1	23.925.25
	nir.	5.353.273.45

In order to comply with the request of the Jan us in Faris that the rights of the prisoners of wer should be sefe usrcook, the Gurnan group declares itself resty to pay a future compensation in accordance with the value of the subscription right to those prisoners of wer who can prove that by reason of their is risoners they were not able to exercise their subscription rights in time.

"ith repard to the time limits for the exercisin of the subscription right and so the makin of magnente in respect of the sew shares, you have stready said in your excorrangement that you would can by with the requests of the Teneus de Peris. But as you will now, othered from the effore said, this question has lost its importance on far as the French shareholders themselves are expresented.

with repart to the receion of allocating the new shares to the old shareholders, the Pan us de Paris attaches importance to the corrying—out of their suggestion, according to which 15 old shares will entitle the holder to four new shares. As you have exclicitly stated in your nemorandum that you would a rever this regulation in case the Banque de Paris adheard to its request in this connection, we have agreed that this matter should be settled in the same desired by the Banque de Paris. This has already been made clear in the communication of lighted in Paris.

Figurelly the question of a new morning of your shares has been discussed with the representatives of the Banous do Paris. The retrisentatives too' the coint of view that article 5 if our statutes rowides that the means I value of the shares in sland in Coldkr nen, and erils in French france, and that it is the resurrot mostill, on the subjectity of a resolution of the Volation, to sound the wording of the theree, to that in future could comitted value edli only he fixed in Correction Aronen. The question has a procedual importance, for the comes of order not the restaurationality, whose "ivident claims on claims on a sheet of the com to a will in the essenti liquidation were bread at the time on Goldwoods in accommand with orticle 40,50 of you stitutes and early therefore not be unaded, or to to to break on the French of the Connection occurring value at the time, without the : revel i the General resting. Furthermen, the representative I the Rimes of Torin at that consider it as from a sychological point is vair that the worder of the abrees of the Company, wider hithers he "con girted in for coire one Trunch, should in future and to lor a lot. They supporter, in their term, tri-limits short short in large the that the worlde sheel to ricted to iconcious Toring on Mindle. A purrolyce are of the orinion that the misgives a of the hone we de Peris which are less in orticles 5, 43, 50 of your obtique care t "a disreterio" without further ele. Is reger a the west in af the shares, we are, bettern, if the crimen, and to have the record this equal n to the Mengue de Perie, that a large inn text is sail citate. Lather the fact that the 2r neh text on the shares is left but would a well in thy rifficulties for the stock exemple that in Frence on it hat in a resition to jud-c.

--5 -

The Benous de Paris has surmed un their comments on this point in a short numeroral to the files, a copy of which we attack. It assume that may, that the General Section has unenicously emroved the comital increase, you will inform us as soon as mossible about the final conditions in connection with subscription, and in remiscular about the time limits for our contition and regreent, so that we can take retire reces in the an obtain the macessar mermits.

Moure truly

Mr. Committee, sign do Tile

Document Book MIR HOMER HighER Document For... Exhibit For...

CHIFTCHE OF TRASLLTION

6 Lay 1948

I, Julia Werr ETO 20165, hereby certify that I am a duty arcointed translator for the German and Incline languages and that the above is a true and correct translation of Document Red XIIs FOITH.

Julie Korr

ETO 20185.

COPY.

UCE EGIAS AZETOTE (NITROGU) COMPANY (Norak Eydro)

As ammounced by us in our bulletin dated 14 June, the Serwegian Fitrogen Association has convened a general meeting for the 30 June in order to decide on an increase of capital from nkr. 104,300,100 to nkr. 156,450,060.

According to our information, the corporation plans to extend its installations, on the one hand, and to principate in the construction of new plants, on the other hand.

To the amount of 57s, the right to subscribe for new stock will be reserved for the existing stockholders and for the holders of certificates of subscription privileges will in circulation. Thus, the stockholders will be entitled to subscribe to 4 new shares for 16 old shares hold by them. It will not be permitted to reduce a subscription once made to a smaller account. Measures have been taken by which those stockholders who do not want to subscribe for any reason whatscover, will have the facility to realize the value of their subscription privileges.

The remainder of the increase of capital, i.o. 43% will be taken ownr on bloc by a German - Norwegian industrial group, including, enong others, the I.G. Ferbenindestrie and the Fordag-Oslo. These firms will grant the new plants the benefit of their technical experience and their commercial relations.

The new stock will be issued at par, i.e. at nkr. 180, but they will not be entitled to a dividend before the 1 July 1943.

COT.

NORMOGIAN AZETOTE (SITHOGEN) COMPANY.

 By article 5 of the statute, it has been established that the stock capital amounts to nkr. 106,300,100 in gold, divided into preferred stock and common stock at the nominal value of nkr 180 in gold each.

The prospectus desling with the increase of capital offected in 1930 and the announcements concerning the subscription centain the seme qualification.

The shares belonging to that issue and the shares issued proviously also show the qualification nkr. in gold.

It would, therefore, be inconsistent with the statute to omit this qualification "in gold" which some to be assential.

In any case, the sufsichterst does not seen to be authorized to make a decision of this nature. Only the gen ral meeting would be authorized to make such a decision,

2) It would be more suitable to have the new stock printed in the Borvegian, German and French languages, instead of having them printed in Ferregian only.

Companion the stock of which is likely to play an important part on various markets, very often follow this procedure. As a matter of fact, circulation of the stock of the Berwegian Mitrogen Corporation has been particularly brisk in French and Germany and this position will probably remain the same in the future.

21 June 1941

Document Book XIIs ILGARR ILGARR Document No. 221 Exhibit No.

(in handwriting:) file 81 - 42

Stamp: 21 July 1941 1093

Plants: Notedsån saltpetre plant Rjukan saltpetre plant Ridenger saltpetre plant

Trado Mark

Cablo address:

A.B.C. Code 6th odition Tol. 41860

To

I.G. Farbonindustric aktiengesellschaft Contral Finance Department

attontion of Dr. Max Higher

Unter den Linden 78 Berlin bW 7

Fin. 5ckr. 2086 Ko/Kach

3 July 1941 M_0/HML Dalo, 15 July 1941

Subject: Mogotiations with the Banque de Parie et des Pays Bas.

We beg to confirm receipt of your letter dated 3 insteach a conclosures, and we attach a mone of our legal department concerning the prospective increase of capital, with enclosures. The propositions submitted to the Verstand concerning the details of the increase of capital will be mailed today.

You will take it from the mone that we have maintained the time limit of 2 1 menths for the subscriptions, as we imagine that a time limit of this length might be indicated in order to take the necessary measures concerning transfer of the subscription privileges etc. Furthermore, we have maintained in the prospectus the original provision

Document Book XIIs IIGNER IIGNER Document No. 221 Exhibit No.

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according to which four old shares entitle the holder to subscribe for 1 new share - in addition to the provision that the holder of 15 old shares may subscribe for 4 new shares. This has been done in order not to make it difficult for the small stockholder to subscribe.

The amounts mentioned in your letter with recard to the credit balances, dividends, French taxes etc. of the French stockholders are conform with our own records. However, the following items are to be added: fees of the Banque de Paris for the first half year 1941; nkr. 13,800, and accreed dividends: nkr. 18,953.05.

In conclusion, we would like to ask you whother the necessary stops have been taken in order to obtain the license for the prospective stock issue from the German Foreign Exchange Control Enforcement Officers and the Franch authorities. In this respect, we refer to the name of the Banque de Paris concerning the increase of capital, dated May 1941, and to the mene of our logal department concerning the same subject, dated 10 June inst.

We shall deal in a separate letter with the question of the new wording of our shares.

Yours truly

pr.pr. Norsk Hydro-bloktrisk Lyaclatofaktiosolskab

agd. Bjarne Editam agd. signaturo

Enclosures.

Document Book XIIa HONER HGALE Document So. 221 Exhibit No.

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M_O/ILJ/HML

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Stamp: 21 July 1941

Menorandun

concorning the increase of capital (resolution of the special general stockholders! mosting hold on 30 June 1941).

In accordance with the attached report of the Vorstand to the special one rel meeting dated 30 June 1961, the gen rel meeting has passed the following resolution:

"The general meeting approves the motion of the Verstand to the effect that the stock capital be increased from mkr. 104,300,100 to mkr. 155,450,060 by way of the issue of 289,722 new common shares of a meminal value of mkr. 180 each.

The peneral me time resolves that those preferential rights entitling to the subscription for new stock, which pertain to the founders' cortificates and subscription privileges certificates redeemed in the past (art. 16, paragraph 2, sections 1 and 2 of the statute), will be put at the disposal of the Verstand, in order to dispose of them - within the limits provided in art. 15, third paragraph from the end, of the statutes - as favorably as possible in the interest of the company.

The general meeting authorises the Verstand to carry out the increase of capital is accordance with art. 16 of the statute.

Pursuant to the negotiations which have been conducted since, it is planned to carry out the increase of capital in the following way:

- 1.) 3.05% of the new stock will be taken over by a Norwegian-German industrial group.
- 2.) The rest of the new stock- appr. 57/ will be reserved for the existing stockholders and the holders of founders' cortificates and subscription privilege certificates still

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Document Book XIIe HGHER HGAST Apparent No. 312 22/ Exhibit No.

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(B)

in circulation, so that 4 old shares will entitle the helder to subscribe for 1 new share, whereas 15 old shares will entitle the helder to subscribe for 4 new shares. The helder of a founder's certificate will be entitled to subscribe for 29 shares, the helder of a subscription privilege certificate will be entitled to subscribe for 2 shares. It was at suggestion of the Danque de Paris at des Pays-Jas, that the subscription privilege granted to the existing stockholders has been extended to the effect that 4 new shares will be allocated to the helder of 15 olf shares. We understand that this is been proposed in order to privilege the existing stockholders as much as possible. In order not to make it to difficult even to the shall stockholders to subscribe for new shares. We have at the same time meintained the original proposition: the helder of 4 old shares may subscribe for 1 new share.

- 3.) Those shares which are not being subscribed for according to the above section 1. and 2., will be subscribed for according to an agreement already concluded by the Marwocian German group, and distributed within that group.
- 4,) The new stock will be issued at par; the holders will be entitled to a dividend for the first time in the fiscal year 1945/1944.
- 5.) As suggested by the Benque do Paris et des Pays-Bas on behalf of the French stockholders, a time limit of 1 months is proposed for the subscription; it is understood that the netual allocation of the shares to the subscribers will be completed within another month.
- 5.) according to Morwagian law, 100 of the nominal value of the shares must be paid in free Morwagian krones upon subscription. Of the balance, 40, will be paid upon the actual allocation of the shares, and the remaining 50s will be paid on call but not later than 30 June 1943; these instalments will also be paid in free nkr. The abnormal conditions at present applying to foreign currency transactions make it necessar that the subscribers themselves provide the necessary amounts in free nkr.
- 7.) Subscriptions can be offected at the office of the company in Oslo, 7 Solligaton, and at the following banks abroad: In Stockholm at the Enskila Bank;

in Paris, Marsoille, Geneva and Brussels at the Peneue de Paris et des Pays-Bas, either at its main office or at its branche at the places mentioned/above;

in Berlin at the Douteche Lacaderbank AG Unter den Linden 78.

We attend draft of the prospectus for the issue, drawn up on the lines orplained above.

Would like to add a rem rk concerning the resolution of the General Macting, paragraph 2, which contains the authorization of the Verstand to dispose of those subscription privileges which partain to the foundar's contificates and subscription privilege contificates redocuted in the post:

In article 15 of the statute, it has been laid down that the subscription privilege certificates untitle the holder to a subscription in proportion to the number of these certificates which he holds.

On the other hand, this provision has not been laid down expressly with reserve to the founder's certificates. In consequence, it seems possible at least in theory that the holder of a non-reference founder's certificate could claim the right to subscribe for up to 19.45% of the new stock on the basis of his certificate. In order to climinate this possibility, the General Meeting has put the subscription privileges pertaining to the reduced founder's certificates and subscription privilege certificates at the disposal of the Verstand, so that the Verstand may dispose of them - within the limits provided in article 15 of the statute - in the most favorable way and in the interest of the company.

The Verstand propes s to put these subscription privileges at the disposal of the Berwegian - German group, in order to use them within the limit of those 43.05% of the new stock which this group will take ever according to the agreement already concluded. It is understood that the issue of the stock will be effected, as seen as the Verstand and the aufsichtsrat have fixed all details.

Oslo, 12 July 1941 Department J: /e/ K. Meinich OLSE

Document Book XIIa HORER HIGHER Document No. 222, Exhibit No.

COPY.

BURSE ETTRO LIGHTAISK EV-BISTOPANTIESSISKAB

I.G. Farbonindustria Aktiongos alischaft Central Fi ance-Dopartment

Attention of Dr. KKESTEN

Unter den Linden 78

Borlin BW 7

Oslo

Fin. Schr. 2088

3.7.41 PS/SML

28 July 1941

Subject: Horotistions with the Banque de Paris of des Pays-Bas

We bog to refer to your letter dated the 3rd inst. and to submit the following remerks concerning the new wording of our shares:

as for as the language is concerned, we feel that - all circusstances considered - it is indicated to comply with the suggestion of the Janque de faris at des Pays- Jas, and to have the text printed in Jerwagian, French and German.

We coust or it savienble to adhere to the opinion of the Bengue de Peris, according to which the value in the new text should be fixed in akr. in gold, as far as the reprinting of the existing shares is concerned. In consequence, the following shares will be printed: 556,463 ordinary shares (common stock), showing the numbers 1 to 556,463, at a menical value of akr. 180 in gold each. As far as the new stock - No. 554,443 (sic) - 844,165 - is concerned, we feel that it would be difficult in the present conditions to selicit the subscription of shares the assimal value of which is based on gold. In our opinion, it is sufficient to stipul-to that the new shares entitle the holders to the sene rights as the old shares. For this reason, we shall have the shares belonging to the new series printed without the cention of gold.

For tochnical ressons, we have emitted the additional mention - contained in the present version of the first series of the ordinary shares (1 - 295,218) - = frs. 250. - This addition does not correspond

Document Book XIIn HEAR HEAR Document No. 222 Exhibit No.

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any longer to the actual conditions; at the seme time, omitting it will simplify the printing.

The series of shares - issued in 1927 - 106,740 shares
No. 295,219 - 401,598 - are registered stock. For this series, only
2 rejistered shares have been issued up till now. We shall have now
share certificates printed for these shares, too, crossing out the
words "Ibendehaver", "an portour", "Inhaber" (bearer).

This time, we have restricted ourselves to the wording which Morregian Company Law requires for the issue of share contificates. For the new dividend compone, we are using on the front page a text corresponding to the wording used for the prefered stock which was recently printed. For the bree page which up till now was showing a French text only, we intend to use both the French and German languages.

We beg to unclose a draft in suplicate of the new share certificates drawn up along the lines explained above. We should be grateful to you if you passed one copy on to the Benque de Paris, at the arms time adding the attached French translation of this letter.

For your information, we also attach French and German translations of tricle 2 of our statute; it is intended to have it printed in the Forwagian, French and German languages on the book page of the wheres.

As for as the signatures are concerned, strict application of the Herse ian Company Law would require that each share contificate is signed by hand by 2 members of the Verstand. As this procedure would involve considerable technical difficulties, the following procedure

Document Book XIIa HONER Highest Document No. 222 Exhibit No.

- 3 -

had, after consultation with the Department of Justice, been followed for the increase of capital effected in 1930; the eigentures of 2 members of the Verstand were reproduced mechanically, and 2 executives not belonging to the Verstand were authorized by the Verstand to affix their eigentures in hundwriting. It is understood that the same procedure will apply to the text which we are now proposing. Even so, however, the eigning of about 845,000 shares would be a transcribed, We have therefore a procedure, if possible.

If we succeed in obtaining this permission, the text which concerns the signatures on the sheres will be amended accordingly. In view of the fact that the printing of the shares will toke a very long time, and that it is, therefore, indicated to start as soon as possible with the printing job, we should be grateful if the Lengue de Paris could roply by telegram. Plance let us also know whether you agree with the drafts yourselves.

Tours truly

pr.pr. BOSK HYMO BLEETEISE EVADLSTOFALTILSEISKAB

/s/ 2 si meturos

French translation of the above letter

2 drafts of share certificates

Article 2 of statute (German and French)

Document Book XIIs ILGAR

CENTIFICATE OF THE SHOTICE

6 May 1948

I, Ernet SCHAIF R, Civ.No. BTO 20 185, hreby cortify that I am a duly appoint I translator for the German, French and English languages and that the above is a true and correct translation of original document.

> Brnst SCH-LFIR Civ.No. 200 20 165.

Document Book XIIa ILGARA IIGAL Document No. 223 Exhibit No.

Copy from map 81 - 43

Tologram IGESSERMIANIAT Borlin/Paribas.

29 July 1941

D Peribes

Paris.

for WIRATE

We refer to our letter of 22 July regarding consent increase of copital Norsk Sydro stop Director-General MRIESEN has urgently requested telegraphic consent M. WINGATTH MCHABU and COUTURE stop Please procure therefore as soon as possible also the confirmation by telegram of the other continues stop in case that telegram connection Meris Oslo difficult please wire us we shall forward the wires telegraphically.

Igosckrotarist.

AFFIDAVIT.

I, Poter and and Chief of the Central archives in Frenkfurt/Mein-Frenkfurt/Main and Chief of the Central archives in Frenkfurt/Mein-Griesbein, residing in Frenkfurt/Main, Lorenerstr. 31, have been duly warned that I shall render myself liable to punishment by making a false affidevit. I declare that my affidavit is true and that it has been unde in order to submitted as evidence to the Military Tribunal VI, Palace of Justice, Euromberg, Germany.

I state under eath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Griesheim.

Document Book XIIa HGNSR HIGHER Document No. 223 Exhibit No.

- 2 -

Frenkfurt/Mein - Griothein, 12 February 1948

signed: Pot.r KROMWELLER

The above signature of Pot r Michaeller, residing in Frankfurt/Main, Lorenerstr. 31, personally known to me, Dr. Welter Backler, is herewith certified and witnessed by me.

Frenkfurt/Mein, 12 February 1948

signed : Dr. Valter BACHEM

Document Book XIIa HORER HIGHER Document No. 224 Exhibit No.

Copy. Duplicate FS/E/Kach. 1 August 1941 Asote Oele

we received by our friends in Paris the following telegrammfor

For Eroto Oslo French administration agree to the proposal submitted by the Director-General at the conference of 14 July stop referring to the telegram of that day of Parisbas they insist, on one hand, on the necessity to wait with the beginning of the subscription until its conditions had been suproved by the Ministry for Finances to which it was submitted by Paribas and, on the other hand, on the fact that prior agreement be reached regarding the obligation untertaken by the IG to purchase the rights from the French stockholders.

Second tologram

To Asoto Oslo In refer one to your letter to Monsieur CONTONI we confirm to you our exceedent to conditions of capital increase as stated by Director-General at conference of 14 July step In any case we inform you that, as the subscription in France, must be theoretically open, the date of the issains can only be fixed after the Ministry of Finances had granted the authorization regarding the conditions proposed which we have requested step The Ministry of Finances had informed us that this authorization will depend firstly on the conclusion of the agreement with the IG concerning the re-purchase of right from the French stock belders, secondly on the regulations in France regarding the coupons and taxes due step Please examine, in agreement with IG, the possibilities

- 2 -

for a spoody solution of these two problems stop Wo propero, on our side, all documents and notes, without writing for the out-come and shall submit to you the text for your approval as soon as possible stop In order to permit us when the time comes to proceed, with all formalities and publications, it is necessary that you send powers of attorney to Massicurs Midhau and Midhatts, in terms analogous to those of the deliberation of your management on 17 January 1930 Article concerning authorizations second stop delay for publications about 20 days after receipt of your approval of documents we shall submit you and of authorization to French administrators stop Kindly send us 10 copies of present statutes stop cost of printing and publication estimated at 50,000 france stop you can establish our recumeration stop concerning Somewa and Brussels kindly centect directly our branch offices which are authorized to negotiate directly set you stop kindly cable answer.

End of the Peris telegrams. We inform you furthermore that
Kerston is flying to Stockholm on 4 August in order to fix in
agreement with President Wallemang the price of subscription
privileges bought by Preschmen stop After Kerston's return the
price agreed upon will be announced to Paribas by telegram, so that
it may define its position.

0

Igosokrotariat

-3-

AFFIDAVIT

I, Poter Machemania, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Control Archives in Frankfurt/Main-Griesheim, residing in Frankfurt/Main, Derenerstr. 31, have been duly serned that I shall render myself liable to punishment by making a felse affidavit. I declare that my affidavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Muremberg, Germany.

I state under oath the following: The shows copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frenkfurt/Mein - Griesheim.

Frankfurt/Mein - Gricehoim, 20 February 1948
signed Poter EBONNUSLISH

The above signature of Poter EROSSGELLER, r siding in Frankfurt/Main, Lorencratr. 31, personally known to no. Dr. Walter RAUHEM, is herewith certified and witnessed by me.

Frankfurt/Mein, 20 February 1948

signod: Dr. Walter BACKEN

Document Book XIIa ILGARA ILGARA Document No. 225 Exhibit No.

COPY.

Copy !

Borlin W 8, 4 August 1941 Pohronstr. 35 - 39

Dr. PILME

I.G. Ferbonindustrie A.G.

Gentlement -

I just roturned from Paris.

On Sunday afternoon the French colleagues gave me the note which I enclose in the original and asked me to act as a courier in this matter. I gladly complied with their request.

N. COUPLES told me, in this regard, that the receson for the request to carry out the subscription based on subscription rights only in Oslo, is, that our colleagues in Faris predict quite extraordinary difficulties in case that the subscription rights were issued also in other cities like amsterdam, Brussels, Berlin and Zurich. M. COUPLES pointed in particular to the difficulties in Eurich where, according to his knewledge, a complicated and difficult contract with the Swiss government would have to be concluded. I did not inquire any further, what the last sentence "decision will be wired within 2 days" was referring to ; I am . however, consinced that you will know what it concerns.

With best regards I remain

very truly tours

signed PIDLE

Document Book XIIa HONER Home Document No. 226 Exhibit No.

COPY

by Igosakroteriat, Borlin

9 August 1941

B/Br. 2529

Parisopi

Paris

for Paribos

Norsk Hydro informs us that it agrees to Oslo as the only place of subscription for capit 1 incresso.

Igoschrotariat

Decument Book Mile HGMER HIGHER Document No. 227 Exhibit No.

COPY

cherged to 7.8.

Dr. Bachen. Ho

13 August 1941

Azoto Calo Tel gran

No just received for ERIESES the following telegram of to-day's date from our friends in Paris:

With reference to your letter of 2 Augist concerning the printing of the shares of the Merwegienne de l'Azote, we ask to transmit to the company the following communication from the part of Messieure MCCLaU and WIELATTE, quote:

Reference: your letter of 28 July to IG stop In general we should profer if you would not have the old share certificates of Morweydonne do 1 Aroto reprinted; instood, it would be sufficient to provide the sheres only with new coupons, as it is usual to do, in other words it would only be necessary to print new shoots of coupons stop if this suggestion is not acceptable, we make the following comment to your letter of 26 Jul stop We have no objections to the use of three languages in the text per do we object to the emission of the word "bbarer" on the shares belonging to the series issued 1927 stop with regard to the emission of "Norwe-ian Er, in gold" to the new shares we call your attention to the difficulties which might result from Article Sof the statute, in as much as this article would thon apply to a stock capital which partly consists of Morwegian Eroners in gold and partly of Morwo.cian Kronors as such; this difficulty would occur if the old wording is not amended, and this would be inconsistent. with the assimilation of the rights of the helders of new stock to the rights of the holders of old stock stop For all those reasons and in view of the responsibility of the Directors and the Board, we consider it necessary to consult a lawyer who is not in the service of the company; this consultation should confirm that the transaction is correct in accordance with Morwegian law, and it should indicate those tochnicalities which ought to be observed, for example prior approval by a special stock holders meeting stop unquote

paribes - Igesekrotariat Distribution Dr. KERSTEN F.S. Document Book XIIa ILGAS. ILGASE Document No. 228 Exhibit No.

Copy from file 81 - 43 Igesekrotariat/Parisopi - Paris.

PARISOPI

14 August 1941

Paris.

Ba/Frd.

For Particle. Tour telegrams of 31 July concerning increase of capital, after discussion with MEASTEN of the IG we firstly refer to the proposition made by the Enskilds Bank concerning the repurchase of the rights of the French stock bolders and we sak you to lot us know whother this transaction will be effected stop Secondly; with regard to terms in erroar, we sak you to obtain the egreement of the French authorities to the effect that provious subscriptions (foriginal; ancien abennoment) are considered ratro-retive, in which case we shall pay the t see in arrear through IG and Drosdner Sank who have already obtained approval in principle from the part of the German authorities stop This renowal and this payment will be made without projudice, in order to enable our company either to request the French stock holders to refund the income tax and transfer tax, or to components the other stock holders to the amount of texas corresponding to those touce which have been paid on benelf of the rough stockholders stop The coupons and other encunts in screer will similarly . be paid through IG and Dr. adnor Jeak atop With record to the authority of Mossieurs MChiaU and Wilhall we are of the opinion that the solution of 1930 is not suitable under present conditions; we, therefore, propose the following text: The Var-altungerat grants power of attorney to Vice-Prosident MCREAU and to the member WIMMEN'S to the effect that they will be entitled to not jointly and separately in the following metters: the drafting, signing and publishing of all documents in France - perticularly the registration -

Document Book XIIa ILGAL. IlGala Document So. 228 Exhibit No.

- 2 -

Connected with end necessitated by the issue by the Societo

Horwagianne de l'Azote et de forces hydro electriques of 289 722 now ordinary shares of the nominal value of N.Kr. 180 each stop. We do not consider it advisable at this mement to introduce the new stock at the Paris stock exchange; this question might be reconsider d at a later date stop. We have sent you two up-to-date copies of the statute stop. We suggest to fix your fees at 500.000 ffrs., not including expenditure for printing and publication stop. We intend to have this amount paid through IG which will apply for the necessary licence stop. Please reply by tologram as seen as possible - Azote.

Igneokroterist

AFFIDAVIT.

I, Peter Enterthine, amployee of the I.O. Control Office in Frenkfurt/Wein and Chief of the Wentral archives in Frankfurt/Mein-Oriesheim, residing in Frankfurt/Mein, Lerenbratz. 31, have been duly werned that I shall render myself liable to punishment by making a folse affidavit. I declare that my effidavit is true and that it has been made in order to be submitted as evidence to the Wilitary Tribunal VI. Palace of Justice, Suremberg, Germany. Document Book HI & HANGER HANNE Document Ho. 228 Exhibit No.

- 3 -

I state under both the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Orioshoim.

Frankfurt/Main - Grieshain, 12 February 1948

signed: Fotor ERGINUALLER

The above signature of Poter RECOMMUNICAL, residing in-Frankfurt/Main, Lorenerstr. 31, personally known to me, Dr. Walter Backer, is herewith certified and witnessed by me.

· Frankfort/Mein, 12 Pobrumry 1968

signed; Dr. Walter Haddist

CENTURY OF THE SERVICE

7 May 1948

I, Holono Lallan and, Civ.No. a00 B 298 038, hereby cortify that I am a drip appointed translator for the Gorman and English languages and that the above is a true and correct translation of original document.

Solumo Lallaceard Civ.No. aGO 3 398 038.

Demont Book Alla HGGR HGGR Decument To. 229 Exhibit No.

I.G.F. RESTINGUESTIE .XTIENCESELLSCH.FT

Management Cogartment, code office Ho Borlin 17, 20 August 1941.

Confirmation of telegram

Sendor: Igesekretariat (Dr. Worston) Date despatched: 20 Jugust 1941.

Mirosson: .acto, Calo.

Received following telegram dated 19 August:

First: concerning proposal of buying back French claims have transmitted Bank der deutschen Laftfahrt draft letter to Faribas in order to establish purchase conditions stop expecting answer which will communicate at once.

Second: congoming taxes still outstanding retroactive arrangement kindly pay as econ as possible taxes coupens and all amounts due stop you reserve examination of not amount to be paid to share-holders.

Third: we agree to formula of authorization you intend to give liessiours hereau and dibratto as subscription spence in Cale only publication of makescription will be limited to translation of text published in Cale by you stop kindly send us text to be published: in Oale indicating intended publication date stop we only need a few days for publication of this text in French newspapers stop housever as foreign group explicitly wants to buy as many claims as possible we repeat our suggestion to open subscription only on 15 September after heliday period subscription being opened

45 days as decided by management step of course all agreements for purchase of claims should be carried out and all necessary governmental authorizations obtained prior to opening of subscription so that claims market may function step furthermore owing to circumstances and difficulties of communication request Bank der deutschen Inftfahrt to admit additional delay of 45 days for delivery of claims by sellers.

Fourth: agree to proposed remineration thanks * Paribas stop please call tenorrow for discussion.

Igosokrotariat

Distribution:

Dr. Korsten F.J.

F. S.

Document Book . His HGER HIGHER Document No. 230 Exhibit No. ...

Copy.

I.G. FARRENTE DUSTATE ANTIENGESELLICHAFT

Wanagement department / code office Ho

Borlin MI 7, 23 Loril 1941

Confirmation of tologram

Sondor: Ijesekretarist (Dr. Korsten)

Date of despatch: 23 august 1941

A'drossoe: Parisopi, Faris.

For Paribes following telegram Amote 22 August

Pirst: expect your communication when purchase claims of French holders allright.

Second: are still ready to pay immediately taxes dividends one.

due in Moreogian Arener but expect Berlin communication concerning
official authorization in order to transfer amounts

Third: in Oslo only entire text of emission will be published by
corporation stop if you agree with Berlin we expect publish

1 September open subscription 15 September and all so subscription
30 October stop we do not object to you requesting lank der
deutschen Inftfahrt additional delay 45 days for delivery claims
by sellors but Cornan group must of course without taking into
consideration this delay have subscribed prior to 30 October number
of shares allotted according to agreement pursuant to which this
group takes over subscription rights for all 65% of ...oto shares
presumed to be in French hands

Fourth: According to agreement with Borlin face value of new shares will also be 160 gold Krener = Azete step to state to point two: Corman government which granted principle permission

Decument Book ZIIa HARR HARR Document No. 230 Exhibit No. ...

-2-

states that it will permit the carrying out of the transaction only if French government permits the Drondner Bank to purchase 60,000 Azgto shares step

Asked Director inkler Aerobank Faris to inform you of our opinion to your telegram sent to us on 21 August.

Leosekrotariat

Distribution:

Dr. Korsten

F.S.

Decument Book WIIs 11/20ER HIGHER Document No. 231 Exhibit No.

Copy.

Doutscho Lacodorbank aktiengesellschaft

Borlin W. 7 Unter den Tinden 78

No/Da 15 August 1941

Finance Office 25 magust 1941

2603 Ko/Fro

Marak Hydro

In roply to your letter of 15 August 1941 we inform you of the following:

Originally, the Norsk Bydro had intended to carry out the increase of its capital in much a manner that the new shares could have been subscribed in the office of the company in Oslo as well as at the normal deposit offices of the company in Faris, Bruzelles, Geneva, Stockholm and Berlin -in Berlin at your bank-. However, as considerable difficulties arowe in connection with the permissions which had to be granted in the various countries, the Norsk Hydro regrets to have been forced to desist from carrying out this intention and established only one subscription office, and that in Calo. The main reason of the company for desisting free interpolating its deposit offices is nest probably the fact that it did not want to favor the shareholders of the individual countries by an international distribution of its capital. As far as we know, this is also the reason it desisted from interpolating your bank in spite of the fact that in Commany the necessary permission could have been received withcut special difficulties.

Hoil Hitlor!

I.G.P.RESPINDUSTRIE MILLIGENZIASCHAFT signed: Frank Fahle signed: by authority Kersten.

Deciment Book WHA ILGNER ILGNER Document Co. 237 Exhibit No.

Copy.

Poos paid F.S.

AI 29 ..ugust

Parisopi Paris

for Paribas: Received f licening information from Oslo first sample of prospectus sent to apu through Igosekratariat by asete on 27 august stor, prospectus will be published in official information paratto licrosk Lymingsbled stop, second authorization for Massa. Hereau and "Abratte sent by Norsk Hydro to us on 26 august stop both Comments not yet received by us, will hand then on immediately.

Igonokrotarint.

Decument Book III: HARMA HARMA Becument He, 232 Exhibit He.

Copy.

I.O. PARRETT INSTALE ANTIBIGESELLSCHAFT

Hamagement Copartment / Code Office

Ho

Borlin W. 7, 30 Lugust 1941.

Confirmation of telegram

Sonder: Igosekretariat (Dr. Bachen) Date of despatch: 30 august 1941

.diresmoo: .mote, Celo

Per brilanen:

Paribas informs us that publication in Paris will be made on 1 September 1941

Igosokretamat

Distribution:

Dr. Tarston

F.S.

Document Book Ille H.G.ER H.G.ER Becument No. 233 Exhibit No.

-9-

Copy.

I.G.F.RENINDUSTRIE ATTRICESMISORIFT Management department, code office.

Zelegran address:

Irosokretarist Borlin

36

Borlin FT 8, 1 September 1941 Unter den Linden 32.

Confirmation of tologram

ruceivod fellowing tologram from Colo:

Sondor: Igusokretarist Burlin (Dr. Kersten) Date of despatch: 1 September 1941

Midressoc: Cerisopi for parisbas

Code

translation

can publish prespectus in Cale only on 3 September subscription period 18 September to 30 Cetaber alletment of shares 1 December to 3 December step the fact that Parishas has published prespectus already 1 September is of no importance for energing out of emission step preroquisite that hases. Schmitz, Oster, Norman, Mitratto

have signed prospectus and have sent it to us = nzeto

tould be grateful for inferention by telegram as to whether prespect has been signed by isses. Hereau ibratto so that we can infere Cale accordingly a

Igosokrotariat.

Ø P.5.

stop

-10-

Affidavit.

I, Fotor Kromsmoller, employee of the I.G. Control Office in Frankfurt/N. and chief of the central register in Frankfurt/N.-Griesheim, residing in Frankfurt/N., Lerenorstrasse 31, after I have been married that I am Hable to punishment if I make a false afficavit state and declare that my statement under eath corresponds to the truth and that it was made in order to be substitted as evidence to Military Tribunal VI, Palace of Justice, Nuemberg, Germany.

I declare the following under eath: The copy on the proceeding page corresponds to the decument filed in the Records Building of the I.G. Central Office in Frankfurt/Main.

Frankfurt/Main-Gricohoim, 26 February 1948

signed: Fotor Kroncueller

I herewith cartify and confirm the above signature of Herr Poter areameller, residing at Frankfurt/Erin, Lerenerstresse 31, whose identity has been established by me, Dr. Elter Bechem.

Frankfurt, Tain, 16 February 1948

signed: Dr. blter Bachen.

Document Book Mile ILGER ILGER Document No. 235 Exhibit No. ...

-25-

Copy.

Tologram

Dr. Ko/Ho 12 September 1941

Focs paid by P/S

Azota:

Oslo

Received following tologram dated 11 September from Faris:

French administrators agree on text prospectus of 18 August step

1. Threate has provisionally signed for 11. Moreau step will

return you text insediately after signature by 11. Hereau step

your letter 26 and 27 August not yet received step Publication

of prospectus will take place after receipt these letters and

confirmation of publication Oslo on 3 September = Parisopi step

we inquired per telegram at interpolated Parisopi about your

letters and 25/27 August which were sent on by us Parisopi

confirms that prospectus was published in Calo on 3 September.

Igosakreteriat
(Dr. Macdigar)

Distribution:

Dr. Korston

F.3.

Affidavit.

I, Poter Kremmeller, employee of the IC Centrel Office in Frankfurt/lein and Chief of the Central Register in Frankfurt/ Knin-Griesheim, residing at Frankfurt/Main, Lorenerstrasse 31, after I have been werned that I am himble to punishment if I unke a false afficavit, state and declare that my statement corresponds to the truth and that it was rade in order to be submitted as swidenes to idlitary Tribunal VI, Palce of Justice, Nuemberg, Germany.

I declare the following under eath:

The copy on the proceeding page corresponds to the document filed in the Records Building of the IG Dentrol Office in Frankfurt/
Main.

Frankfurt/Min-Orioshoin, 18 February 1948

signed: Feter Eroncueller

I berewith cortify and confirm the above migneture of Herr Futer Proncheller, residing at Frankfurt Main, Leremoretrasco 31, whose identity has been established by no, Dr. Siter Bachen.

Frenkfurt/Lain, 18 February 1948

signed: Dr. falter Bachon

Decument Book Tim HANDR HANDR Document No. 236 Exhibit No.

Copy.

Tologram 12 September 1941

Focs paid F.S. Dr. Ko/He

Parisopi for Paribas

PARIS.

Your telegram 11 September for moto prespectus

was published in Oslo on 3 September step requested

Forisopi to inquire about letter moto 26/27 manust

which was sent on by us on 1 September.

Dr. Mediger)

CERTIFICATE OF TRANSLATION

6 lay 1948

I, J. ... HIMBURGER, 370 20 062, hereby certify that I am a duly appointed translator for the German, French, and English languages and that the above is a true and correct translation of the original document.

3. ... HARROW: _

Document Pook II: INVER-HISTORDOCUMENT ... 28 Exhibit To....

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Affi 'avit.

I, It. "rest Tillia of Lamburg near Stuttgert, Nows an Angelberg, have been musical of the fact that I am dir le to periodicate in case of a false official vit. I declare in lieu of oth that the full lang statement is true on that it is made in our to be an authorized evidence to the 'llitery Tri' world. With the Palace of Destion, Twentier, "accept.

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record of the Clat meeting of the chemistry word held in Printfurt/o n 24 2 ril 1941.

Page 3 of ri incl

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officetor by V. J. T.

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Tritumal VI

EXPLANATIONS

7 0

DOCUMBNY BOOKS KIL AND KILB

FOR

DR. AX ILGBER

(To be inserted in Document Book XII A)

young

EXPLANATIONS TO DOCUMENT BOOKS ILGNER 12 A AND 12 B

Explanations to the ILGNER Document Books XII & and XII B

(Norway)

Introductory remarks:

On submission of the documents in connection with Borony it must first be pointed out that despite the assistance granted by the High Tribunal, the defense was unable to make the planned journey to Morway. The contlemen in Norway have refused to make affidavits for the defense; some referred to the fact that they had given affidavits to the prosecution on the occasion of the latter's visit to Calo, others stated that affidavits had already been given to the Morwagian authorities. (I refer to the documents 257 and 258 contained in Book XII B). Seither were we able to obtain some documents which we had requested, as the contiemen in question had measuable gone on a journey. The contiemen of the Benque de Faris have furnished us with information similar to that contained in HIGNER document 257.

It must furthermore be pointed out that the documents contained in the files of the IG are very incomplete, as many of them were last either during the war or in the course of transfers.

Firmly, let me point out that Dr. ILONER's defense counsel undertook to present the documentary naterial connected

EXPLANATIONS TO DOCUMENT HOOMS ILGHER 12 A AND 12 B

with Moreny on bloc, that is to say, such documents as could be produced under the difficulties coscribed above.

The documentary evidence itself, as the index for both Norway document books shows, is divided into sections, for purposes of clarity.

1. Nordink Lettmetvll 4.3. Oslo

Under this meading we present all documents dealing with the formation, structure and organization of Nordick Lett-metall in Norway. I refer especially to documents 193 to 197. The events after the bombing raid on the plants of Lettmotall in Norway and the consequent order to suspend production are also described, and especially IG's reat offerts to obtain compensation for damages from the German Reich on behalf of Borsk Bydro. I refer to documents 198 to 204.

II. Borsk Hydro Blastriak avaelstof A/8

This section douls with all questions connected with the capital increase of Norsk Hydro measurated by the Inter's participation in Latinatall; further, with personal relations between IG representatives and Norsk Hydro executives.

EXPLANATIONS TO DOCGLENT BOOMS ILGNER 12 A AMD 12 B

I. General

Two affidavits come under this heading, which more or less deal with the entire matter (documents 252 and 253). It also includes the affidavit by the banker decob MallZNBERG, Stockholm, Ilgner Document 259, which was handed in separately and which has only just been received.

2. Decision to increase capital.

The two documents submitted here, nos. 205 and 207, speak for themselves.

5. Instruction of the French Styre-members by the Norsk Hydro and the Banque de Paris.

The 12 documents submitted in this connection should make it apparent that the IG offered their good services in the matter of instructing the French, through the administration of the Moral Hydro, in as far as this was possible and they were permitted to do so. (Documents 208 to 218.)

. Effecting too lunroese of capital.

In dealing with this question, all the documents are submitted which eximly concern the negotiations at tween the administration of the Norsk Hydro and the Banque de Paris, and also partly those between the IQ and the two above—entioned firms, regarding the details of the capital increase for the Norsk Hydro. The documents should show now far the Banque de Paris was connected with the individual problems and now greatly it concerned itself with the details. (Documents 220 to 238.)

EXPLIBITIONS TO DOCULENT BOOKS ILGNER 12 1 AND 12 B

5. Acquisition of one parcel of French-owned Borsk-Hydro shares through the Dresdner Bunk for a Reich-owned company.

Both documents submitted here show that the IG had nothing to do with the acquisition of the French-owned old Norsk-Pydro shores (documents 239 and 240).

5. Acquisition of the right to purchase new Norsk-Hydro shares from the Banque de Parls by the Bank der Doutschen Luftfahrt, Berlin.

The first document submitted in this connection, document no. 195, shows that the German government was desirous of acquiring as many Norsk-Hydro spares as possible, and, for that reason, did not want to give the French a chance to make payments by means of bloomed accounts in Norway, either. The following documents show that President MALENBERG, Stockholm, and fixed the prices for the acquisition of the right to purchase and that his beak, the Stockholms Enskilds Sank, made the corresponding offer to the Bunque de Faris, which was accepted by them (documents 220, 242 to 267). The following documents, nos. 246 to 250, show in what a paterous way the transactions were corried out.

 Fersonal relations of the IG to Norse-Hydro representatives.

The excerpts from the ILGRER documents 193, 194 and 196, submitted in this connection, as well as the re-submitted OSTES document 48, show on what a friendly basis the relations between the IG representatives and the leading representatives of the Norsk-Hydro, particularly Generaldirektor ERIKSEN, rested during the war.

EXFL.E.TIONS TO DOCULENT BOOKS ILCNEE 12 1 ... ND 12 B

In this connection I once more refer to the affidavit by Srich addition, submitted in the ILGNER document book I (ILGNER document 24, exhibit 25), especially to pages 97 - 100 of document book I, where Dr. ILGNER's great afforts to obtain the release of ERIMBEN from imprisonment are described in detail. The following documents, OSTER 49 and ILGNER 31, show that after the end of the war Herr ERIMBEN recognized Dr. OSTER's and Dr. ILGNER's friendly efforts before the beginning of the trial. The last documents, 257 and 258, have already been disquased at the beginning.

Sucreborg, 3 kmy 1948

signed Dr. alter Bichen

Dr. WALTER BACKER

-SMD-

CERTIFIC TE OF TRANSL. PLOY

my 6, 1948

I, tonics Tellwood, 20146, hereby certify that I am a duly appointed translator for the English and German languages and that the above is a true and correct translation of the Explanations to Document Books ILGNER 12 A and 12 B.

zonica Tcllwood 20148 Care 6 Defense

TRIBUNAL VI

CASE 6

DOCUMENTBOOK XII B

(Morway)

for

Dr. Max ILGRER

Dr. REMBERT NATH
Attorney-at-Law.

Jours



LOCUMENT BOOK IT 3 ILGHER Exhibit No.

Index for document book XII B (Norway) for Dr. Max Ilgner

196

220

Loc. Exh. Contents Page

6 Furch se of the subscription rights to the new issue of Norsk Hydro-sheres from the Sangua de Paris through the sank der toutscher Luftfahrt A.J. Berlin.

Excerpt from Ilgner Locument No. 196,
affidavit by Gerhard Berghold.
The witness status that he knows from his own
observations that the Reich Ministry for Economy
was greatly interested in acquiring Norsk Hydro
shares. These shares were to be distributed among
verious German parties, "in order not to
ullow the I.G. Ferben to gain sole influence
over the NorskHydro. The Reich Ministry
of Economy also demanded that the French
shareholders should not be parmitted to use
French blocked accounts in Norway to pay
for the new issue of Norsk Hydro shares.
"To pay for this new issue of shares by way of
remittances through the France-Norwegian
electing was, according to my experience,
out of the Question."

Excerpt from ligner becoment No. 220,
Letter from the Zefi Berlin to Hersk Hydro,
deted 3 July 1941. The German group has
reached an agreement with the Banque de
Paris, according to thich they agree to
purchase from the French shareholders of
the Norsk Hydro the subscription rights,
since due to the feet that there is no
possibility of transferring mency from rance
to Norway the French shareholders would not be
able to mise the necessary payment for any
shares for which they may have signed.

Fresident a lienberg has been saked for his
advice regarding the purchase price of the
subscription rights. The sangue de Paris has

possissed itself of the necessity "of the payments on the me issue of shares being completely at your disposal in Oslo".

2-3

1

LOCULENT BOOK XII B ILGNER Exhibit No.

Loc.No. Exh.	To. Contents P	age
(Cont 16. 220)	The attached publication of the Banque de Paris reveals, that it reckened with the fact that shareholders of the Norsk Hydro in France would not wish to participate in the increase of capital.	
342	Telegram from the Enskilds Benk, Stockholm, dated 15 august 1941, to 1.G. Berlin NW 7, in which it is requested that the offer to purchase the subscription rights to the Nersk Hyero shares which are in French pomession, be passed on to the Banqua de Foris.	4-5
243	Letter from I.G. Berlin NW 7 to the Enskilds Bank Stockholm, dated 16 August 1941. Agreements are confirmed according to which Enskilds Bink agrees to make an offer to the Sangue de Peris to take over the granch subscription rights to the Bersk byere shares for the account of a German Group. The further details of the agreements reached are confirmed, i.a. that the commission which the Banque de Feris is to receive will be paid by the German group.	
2U1	Letter from I.G. Berlin NN 7 to the Banque de Paris dated 29 aug 1941, with w hich is transmitted a letter from the Spakilds Bank.	9
234	Tologram from the I.G. Berlin NW 7 to Norsk mydro, deted 4 Sept 1941. The telegraphic communication from the Banque de Paris, according to which the French Ministry of Finance agrees to the purchase of the subscription tights is being transmitted. The Banque de Feris will issue instructions concerning the purchase of the subscription right the same day.	10
245	Letter from the Bonk der Leutschen Luftfahrt a.G., Berlin, to the Banquet de Paris, dated 10 September 1941,	11-14

Doc.No.	Exh. No.	Contents	Pago	
(Cont td. 24	from the i purchaset condition Sanquo de	the Luftfehrtbank confi- rence to the purchasing Enskilds Senk, that it of the subscription rig as are given in detail. From a 1s to receive for every subscription right	offer is the hts. The The frs.	
	As an exclonging to	option, subscription ris o prisoners of war may up to the end of 1943.	hts be- still be	
246	NW 7 date From the B Bank Stook	for the Perisopi to I.d d 18 Sept 1941 with whi angue de Peris to the I holm is transmitted. I'm ains that it is somple	ich o telegram inskilde ne Bangua da.	
	proposols	submitted by the anskil	lds Bank . 1	5
247	for Norsk B that accord dor boutsob	telegram from Purisopi 7 deted 29 bet 1941 who ydro. The Banque de Par ing to an agreement wit on Luftfahrt the purch	ich is intended is reports th the Bank ase of the	
	aubsoriptio	n rights is to comments	s that day. 1	6
34B -	Bank Stookh of the subs the greates commission	1.G. Berlin Na 7 to the colm dated 20 Lay 1941. eription rights have bet part a tentative state to be poid is sent to the secting as intermediate	After purchases sen concluded to tement of the Enskilds	
	transacties			7-18
	of 8 Merch 1 transmitted subsequent the I.S. rep generous arr subscription could still h	I.G. Borlin No 7 to the OH3. With reference to by the Benque de Puris taking over of subscription that alreading the trights which were off taken over. The regression to taken over.	the request concerning the ption rights dy made which cortain ered subsequently ot, however, that,	
	underlying in conditions 1	the into secount the ap- dividual case and if w aid down in the wides not be able to comply a syment".	o interpret the	wie

Loo. No. Exh. Ec. Contents Page 250 Roply in the Sangue de Poris to I.G. NW 7 deted 15 april 1943 in which the bank expresses gratitude for the generous monner in which the matter was handled. 20 7. Personal relations of the I.G. to the gentlemen of the Worsk Hydro. Excerpt from Ilgner No. 193, affidavit by Dr. 193 wilhelm MOSCHEL. This witness protested both verbally and in writing against the arrest of Lirector general Griksen, so confirms that Lr. Ilgoer tried particularly hard for triksen's release. He slee confirms that he tried hard to dissuede a Norwegian from applying for a ikson's position after his arrest although he had been invited to do so by the "eich Commissor, "This, my attitude, was clso approved by other gentlemen of I.G. . 21-22 except from Ilgnor document No. 194, offiderit 194 by Julius FRANZ. To confirms that I.G., in opposition to the opinion of the Meich Commissioper, togother with the administration of Korsk mydro proposed Herr Briksen, for the position of director general of the Norsk Hydro. He also relates that it is due to br. Ilmer's attitude that no new director general was appointed for the Norsk Hydro during Horr Brikson's imprisoment. Dr. Henor tried wory hard for Zrikson's release, and in view of the hostile attitude of the Reich Commissorhe, oc doubt, exposed

bimself to reprisond.

23-25

DOCUMENT BOOK KII B ILGNER Bubbit No.

Loc.No. Exh. No. Contonts Page

196

Excerpt from/doc No.196, affidavit by Gorhard

BERCHOLD. He confirms that he recollects that Herr

brim on was strongly opposed to quisling, and

that he was very open about this, his attitude,

towards Otte, the leader of the Economic Lepartment

at the Reich Commissions. Terboven was, therefore,

against briksen. Yet IG backed Briksen's appointment

as director general of the Norsk Hydro as successor

to Dr. Ambert in averyway". "I was a personal witness
on several occasions when Dr. Ilgner intervened

with Ottstfor the release of Briksen in such an

emergetic and clover manner that even Otto was

willing to approve Briksen's release. As far as I

know the release fell through because of certain

terms stipulated by Terboven".

251

Letter funi G Briin W. 7 to the Bank der Loutschen
Luftfehrt a.G. seted 8 Mer 1944. The personnel situation
of the administration of Norsk Hydro after the death
of Lr. Lubert wid the arrest of Direkter general Eriksen
is described. Luring Herr Eriksen's imprisonment
the work of the director general of the Norsk Hydro
was done internally by a working committee ("rbeitsausschuss).
27-30

Baster 1948 Octon 48 Letter Fr Herr Briksen to Dr. Oster of 14 January 1994 from Pw comp in Schildberg. This letter reveals that Herr Eriksen had confidentially discussed personnel problems of the admin stration of the Norsk Hydro with Dr. Oster. Herr to Irsen continues " ofter your visit I think I can feel fairly confident new about my release

- 7 -

LOCUMENT BOOK KIL B ILCHER Exhibit No.

Exh.No. Doc.No. Contents Pago (Cont'd . Ostor : 48) and believe that after your i.e. Er. Higners intervention in Calo there will be no further obstacles. 31-32 Oster 49 Excerpt from Oster Loc.No. 49, confirmation by Hopr Erikson dated 28 Jan 1947. In connection with Dr. Oster's assistance to the Norsk Hydro during the occupation of Norway Herr Fiksen writes: This was successful, and the importance hereof cannot be everestimated". 31 Cortificate by morr Eriksen dated 12 Nov 1946 in which he confirms the efforts Dr. Ilgner made for his release. "During that time Dr. Ilgner strove hard to get mer elecsed." Lotter appiorr Erikson to Attorney Lr. Vincasa 257 doted 25 Feb 1948. In reply to n letter of Er. Vinesse in which the letter had naked for dots concerning the Hersk mydro Lottmotell transaction in favour of the defense, Horr Eriksen prites that he gave the information to a representative of the presecution who come to visit him: Towing to the sections from on ther source, as I take it, that provided some expression from me

258

Letter of Sir Thomas Fearnley to attorney
r. Vinasco of 27 Feb 1948 constituting at the same
time a reply from Herr Zikson to Sir
Fearnley and to a corresponding letter from
Er. Vinasco.
36

on request should be of any interest, there will be given an opportunity for those questions either worbally or by letter, provided the questions concerned are brought forward by the presecution

during the case at all."

DOCUMENT BOOK XII B ILENER Behibit No.

Doo, No. Exh. No. Contents Page

(Cont d. 258)

"As I have given testimony to the Public Authorities in Norway in connection with their investigation of the Hydro case, I find that I cannot now give such testimony as you require."

DOCUMENT BOOK XII B TLONER Exhibit No.

This is to tostify that all documents contained in this document book correspond literally to the documents submitted to the court.

Nuorno erg, 27 april 1948.

br. dorbort E A T H

DOCUMENT BOOK XII B ILGNER No. 196

BICERPT

from Ilgnor Decument No. 196 Affidavit of Gerhord Berghold, of 22 Heroh 1948

T.T. 17. 17

Pages 3/4 of the affidavit.

.....

The transfer of the Norsk-Hydre stock in French procession inte Gorman hands was, as for as I know, a motter in which official agencies in Gormany were partiouldrly interested. From a discussion with the thon-Probident of the Roich Economic Ministry , Kohrl, I know, for oxemple, that he had a special interest to have those shores in Germen hands, so that decisive influence might be exerted on Worsk-Hydro. Mohrl stated that it was not his intention at all to have all of the Franch caned Norsk-Hydre etcok transferred to I.G. Perbon. Rother was it planned to have the stock distributed imong various Garman agencies so that I.G. Porbon would not exclusively be able to exert an influence on Norsk Hydre, In that discussion Kehrl also dominded that the French sirck helders should not be pormitted to use blocked accounts' funds in Norway for the acquisition of the new stock which was to be issued by Norsk-Hydre in connection with the increese of capital. According to my experience it was not possible to pay for these now shares through remittaneous by way of the Nornogion French clearing errangement. In August 1941, after the recompetion of both countries by Germany, the first agreement was reached between Merway and France for a mutual exchange of goods. Because of the very limited supply presibilities of both countries this agreement had hardly any practical importance at all. In any case it would have been impressible to divert the Norwegian around needed for the purchase of the new Morsk-Hydro atook from Pronch supplies of goods to Norwey.

DOCUMENT BOOK XII B ILGNER No. 220

EXCERPT

. from Ilgner Dominent No. 220, Letter of I.G. Perbenindustrie to Norsk Hydre, of 3 July 1941

I.G. Forbenindustric Aktiongesclischaft 3 July 1941 Zentrolfinengvorwaltung (control finance administration)

Berlin M 7

Fin.Seer. 2088 Kc/Kach.

by gir mail!

Tr the Norsk Hydro-Elektrisk Kveelstofektioselskab, Oslo Sciligaton 7

Subject: Negotietiens with Bonoue de Perie et des Pays Bos.

The German group has reached a boose understanding with the Benque de Preis according to which the German group declares its willingness to purchase from the Prench shareholders their subscription rights arising from the increase of the aspital of their company so the lack of transfer facilities from Prence to Norway would make it impressible for the Prench stock holders to make the required payments on the stock which they could prequire. As regards the stipulation of a purchase price for the Stockholm English. Book has meantime been asked for an appropriate suggestion. The purchase of the subscription rights is to be handled by the English Book for the account of the German group.

.

DOCUMENT BOOK XII B ILGNER No. 220 EXHIBIT No.

(Page 2 of the letter)

The Banque de Prance has convinced itself of the newsatch measure that the investment payments for the new stock must be readily available to you in Oslo, and in view of the impossibility of making such payments at this time from France to Morway it has also given its approval for the sale of all of the Franch subscription rights to the German group.

EXCERPT

from the onelesure to Decument Higner No. 220.

Copy

MORVEGIENNE DE L'AZOTE

Page 6

.

Arrangements will be made at that stock holders who for some remain or other do not mish to subscribe can easily dispose of their rights.

I herewith certify and witness that the above extracts from the letter of I.O. Perbenindustric to Norsk Hydre, of. 3 July 1941, arc/true and correct copy of the original, in witness whereof.

Mucroborg, 26 pril 1948

(signed): Dr. Calter Bachen Defense Counsel Assistant DOCUMENT BOOK XII B HIGHER Nr. 242 EXHIBIT Nr.

Cray of telegram confirmation Nitton Stockholm
Enskilds Bank Igesekrotärist, of 15 Lugust 1941
(Akt 81-43)

Director's Department, Orde office/Ho

Tologram confirmation
Nitten, Stockholm (Anskilde Benk)
15 August 1941
Igosekrotsrint, Berlin

you for our tenount stop

In our name planse forward to Paribas, Paris, the following tologram, quote:

Won the basis of agreement with I.G. Perbenindustric and Book for Doutschon Daftfahrt (Gorman Book of Aviation) we sutherize the purchase for as against charge to our account with you of all subscription rights Anote which you may be able to produce; maximum 310 france for each right; order is valid until one week prior to expiration of subscription rights, step.

Edvise by tolegres your commission rates and indicate also what other casts the paramese would involve stop

I.G. Perbonindustric will remit the necessary funds to

In order to emble us to arrange for additional accorded covise by telegram that transaction was effected through intermediary of igosekretariat Berlin in lump sums of ten million frames step

You are to hold purchase subscription rights awaiting our ultimate instructions

Strokholms Enskilde Benk ond of quotation Distribution: Nitten Dr. Lersten P.S. (secretariat of finance office) 2 x DOCUMENT BOOK XII B ILGNER No. 242 EAHIBIT No.

- 2 -

..ffidnyit

I, Peter Kronmeller, employee of the I.G. Control Office in Frankfurt/Main-Griesheim, residing at Frankfurt/ Main-Griesheim, residing at Frankfurt/ Main, No. 31, Lersnerstrasse, have first been continued that I am liable to punishment for committing perjury and I state and declare that my affidavit is the truth and that it is to be submitted in evidence to the Military Tribunal VI, Palace of Justice, Nucroberg, Germany.

I make the following deposition under cath: The copy on the reverse side is in accordance with the data on file in the I.G. Scattel Office in Prankfurt/Hein-Grieshein.

Frankfurt/Nain-Gricaheim, 12 February 1948 (signed): Pater Kronsweller

Certifying and bosring witness to the signature of Harr Peter Eranmoller, a resident of Prankfurt/Mein, No. 31 Lersnerstresse, whose identity was established by me, Dr. Lalter Bachen.

Frankfurt/Main, 12 February 1948

(Assistant Defense Counsel)

DOCUMENT BOOK XII P ILGNER No. 243

Copy of letter of I.G. Stockholm Baskilde Eank, of 16 Adgust 1941

(Akt B1-43)

Stockholma Enskilds Bank A/B Stockholm Kungstradgordsgaten 8

By wir Weil! 16 August 1941

Finance Secretariat

Ke/P 2594

Subscription rights Morsk Hydro.

To refer to the (isomesions which took place on 11 and 12 August 1941 between President Marcus Wellenberg and Jakob Tallemberg, on the one hand, and the understigned (left hand signature), on the other hand, and as agreed upon with the lank der Deutschen Luftfahrt A.G. (German Bunk of Lyictian, inc.) Berlin, we wish to confirm our agroements as follows:

For the occount of a German group, consisting of the Bank der Deutschen Luftfahrt (German Bank of Lyintien) A.G. and our company, you agree to submit an offer to the Banque de Poris et des Prys-Dos, Paris for taking over the Trench subscription rights with Norsk Hydro-Elektrisk Kynelatoffaktieselskab, Oslo, for the capital increase decided upon on 30 June 1941, at the price of 310 French Francs per subscription right, net to the sellor. We shall take steps to make required amounts of French France available to you in good time with the Banque de Paris et des Pays-Bas. In the event of any delays we will be detailed with the costs arising indidental thereto (interest charges, etc.)

We also shall pay the commission of the Banque de Paris and any other incidental costs if any.

To reached agreement on the text of a telegram which you are to send to the langue de Paris in this matter; it has meantime come to hand and was forwarded by us, by way of our Paris representatives, to the Banque de Paris.

For your efforts in this metter you will charge us a commission of 1/4% which we shall pay to you by way of the German-Swedish clearing. Should it not be possible to obtain the required permits for this we shall take steps to find enother way for making possible the remittance to you.

Please accept our assurance of appreciation for your kind co-operation in this matter.

Your very truly, 1.G. FAR IN INDUSTRIE ACCIENCES PLASCHAFT

(Signed): pps.(by procuration) Korsten (signed): Bochen (coting)

- enclosure:

oc: Director Dr. Frank-Fahle

"FEIDSAIL

I, Peter Kronmueller, employee of the I.G. Control
Office in Frankfurt/Mein and head of Central Archives
Office in Frankfurt/Mein-Griesheim, residing at No. 31
Lerenerstrasse, Frankfurt/Mein, was first cautioned that
I on liable to punishment for making a false officevit.

and I state and doclare that my affidavit is the truth and that it is to be submitted as evidence to the lilitary Tribunal VI, Palace of Justice, Nuremberg, Germany.

I declare under oath that the overleaf copy is in accordance with the document which is on file in the Records Building of L.G. Control Office in Frankfurt/Main-Griesheim.

Prankfurt/Main-Griosheim, 12 February 1948
(signed): Peter Kronmueller

Cortifying and bearing witness to the eignature of Herr Peter Kronnueller, a resident of Frankfurt/Main, No. 31 Lorenerstrasse, whose identity was established by no, Dr. Valter Bachen.

Frenkfurt/Mein, 12 Pebruary 1948

(signed): Dr. Walter Bachen (Assistant Defense Counsel) DOCUMENT BOOK XII B HIGNER No. 244

Copy

Banque de Paris et des Pays Bas Paris 3 Rue d'Antin

Ke/Ksch 29 August 1941

Strokholms Enskilda Bank Laguisition of Norsk Hydro Subscription Rights

Enclosed we are sending to you a letter addressed to you by Stockholms Enskilds Bank under date of the 18th inst. which received us today for transmittal to you.

Yours vory truly,
I.G. PARBENINDUSTRIE AKTIENGESELISCHAFT

(signed): Scherer (acting) (signed): ppn (per produrn) Korston

Englesuro

DOCUMENT BOOK XII'B LIGHER No. 234 EXHIBIT No.

Copy

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Director's Office/ Code office

Borlin M. 7, 4 September 1941

Confirmation of Telegran

Sondor: Igesekretarict (Dr. Kersten)

Date when dispatched: 4 September 1941

Receiver: Azete, Osle

Poribas wires on 3 September:

Hinistry relative to repurchase of lacta stock. Announcement for this stock purchase was published today stop.

You are asked to advise Azeta as regards taking steps for conversion into money of arrears to be transferred and of telegram. Dresday Bank has informed to Reich Bornomic Hinistry of the above; authorization to make payment of the arrears in France is now being expected within the next few days.

Distribution:

Dr. Keraton

Igesekreteriat

P.S. (Finance Secretarint)

LOCUMENT BOOK XII ILENER No. 245 Exhibit No.

10 Sep tamber 1941

Banque de Feris à des Pays Bes 3, Rue d'Amtin

Paris_

Dir. W./Ha.

Subject: Epital Increase of the Societe Norvegienne de 1'

Fursuant to the negotiations between yourselves, on the one hand, and ar. Filder of the Arescher Dank and curselves, on the other hand, which we concucted simultaneously for the I.G. Ferbenindustrie a.G. and on the besis of the request of the btockholms Enskilds forewarded cirectly to you, we herewith confirm for you that we are the purchasers of the smisting subscription privileges of the french owned common and preferred stocks arising out of the recently determined capital increase of the above company, at the price of ffrs.310.00 for each subscription privilege against surrender of coupon Ec. 32 of the common satocks and coupon No. 33 of the preferred stocks.

the Certificates de souscription ori insires and the sons de souscription privileges of the souscription privileges of the above company on the basis of the above-named price of the subscription privilege for the common, and the preferred stocks; the calculation of the price of these subscription privileges should be based on the amount of new stock scourse; to these privileges, that is 29 new stocks for each certificat de souscription originaire and 2 new stocks for each Bon de souscription privilegies.

thus the price will be :

1) for each Certificat de souscriptions

2) For each Bon ca souscrittion priv.:

For your trouble and expenses, including broker's charges, for all publications in newspapers and taxes, we will reimburse you ffrs.10.00 for each subscription privilege purchased and delivered. We should copies be nost grateful to receive 4 vouchered/of each newspaper announcements.

ne wish to request you to credit the subscription privileges in the name of our control office in Berlin, the Bank der Leutschen Luftfahrt A.G., Berlin, and similarly to charge the amount of the settlement to our account as for the ffrs. 10.00 per subscription privilege charged to us in accordance with the above.

Our central office will dispose of the purchased subscription privileges through us.

the purchase may be completed during the normal period for subscription plus a grace period of 45 days.

we state that we are prepared, moreover, after the expiration of this period to investigate such other special cases which occur in which french citizens - who are proven to have been stock-holders of this company and remained such during the subscription period at least since the agreement of the general meeting of the Worsk Hydro which decided on the lates capital increase,

were about from france since the publication of the decision of the general meeting relating to the capital increase in france, until the expiration of the period of grace on 31 October 1041, as a result of toing prisoners of wer or mobilization for the defense of the french colonies against the powers bostile to the axis and any other powers how tile to the axis. Special cases involving french citizens who have taken any part whatsoever in political activity against Germany are peremptorily evoluded from such favorable treatment.

for these appoint cases the grace period would not expire until
three months after the date established under section 1 of the decree
of I September 1959 relating to logal proceedings and regulations
on postponement of suits for inducted persons. We should be prepared
to make subsequent purchases taking into account what has been said
above, - at the latest however, up to the end of 1945-, of subscription
privileges which full under the above mentiomed provisions.

Feynest for the purchased and delivered subscription privileges
will be made subject to any later, different ruling by the two
governments, at the expense of our account to be established
with you and in which account we must continuously provide required
coverage in the form of adequate cash assets.

You will undertake, as early as possible, to make all necessary publications, the costs of which - as already mentioned - will be born by yourselves.

D. DUMENT B. OR HIT ILGNER No. .. Exhibit To. French and German authorities.

"e shall request from the appropriate German authorities all those suthorizations which are necessary to provent the issue of the subscription privileges being restricted by any blocking measures.

The obligations provided for in this lotter will only become effective for both perties after sanction has been given through the competent

We should be grateful to you if you would confirm to the Enskilds Bank, Stockholm, that your basic policy will be to accept in our name and in the hamm of the L.G. Fertenindustrie A.G., the purchase offers made to you, and that you have made all detailed arrangements directly with us. For our part, we shall also inform the Stockholm Enskilds same accordingly through the I.G. Ferbenindustrie a.G.

In anticipation of your kind confirmation, we remain

Yours faithfully

Bank der Feutschen Luftfahrt Altianguasilacheft Borlin Agence de Peris

LOCUMENT BOOK XII ILONER No. 246 -xhibit No.

COPY

1.G. FARBENINEUSTRIK ART LENGESELLSCHAFT

Central Financial Administration, Directorate Lept, Code Office So

BerlinWi 7 Unter den Linden 82

18 Sopt 1941

RECERT

Telegram Confirmation

Sandari

Parisopy Paris

Late Sents

18 Supt 1941

Receivers

Igosakroturiat Berlin

For Stockholm Enckilds re your achie of 16 aug and ours of 21 aug
you are informed that agreement an principle has been reached with
the Aerobank - stop - Price of the privilege is firs, three hundred
ten net - stop- commission of ten france acknowledged for publicity
-sto- Purchases will be continued until 14 becamber - stop hights for prisoners and mobilized persons are reserved - stop settlement will be through us by means of an open account with
the Aerobank - stop - we have requested agreement of the finance
minister who has not yet approved the manner of settlement - stopYou will be advised of the authorization when it is obtained Parisopi.

Exhibit No. ...

BOPY_

I.G. PARSENIMLUSTRIE AKTIENGESELLSCHAFT

Central Financial Administration - Lirectorate Lapt, Code Office Se

Serlin NW 7 Unter den Linden 82

RECEIPT

Tologram Confirmation

29 October 1941

Sender: Farisopi Faris

Date Pents 29 Cot 1941

Addresseer Igosekreterist Berlin

For Atoto Oslo. Fursuant to agreement reached with Bank der Leutschen Luftwaffe the transaction to repurchase subscription privileges begins today - Parisopi.

Distributions Cr. Kersten

F.S.

LOCULENT BOOK XII ILCHER No. 248 Exhibit No.

COPY

I.G. FARBENINLUSTRIE ARBIEN GESELLSCHAFT

Control Financial Administration, Borlin , NW 7

Bank der Feutschen Luftfahrt A.G., Bln. Securities Administration. Book keeping Office.

Stockholms Amskilds Bank A/S.

Stockholm, Eungsetraedsgardsgaten 8 L. 14 20 May 1942 Financial Secretary / 1281 B/Br.

Purchase of Korak Sydra Subscription Privileges.

distance telephone conversation between birekter Celissonderff and the undersigned (right). As we informed you, the purchase of the Norsk Hydro subscription privileges from France has been substantially cerried out. On the basis of the agreements made we will later, where necessary, take over one or the other subscription privilege which may be offered to us by the Franch Forsk Hydro Stock-holders, who were prevented from making offers on time to the time-limit conditions.

In so doing, however, it will only concern a very small number of subscription privileges; hence, as agreed with you, the cettlement connect be made if a supplementary softlement is reserved for any blocks of securities which may be taken over at a lete date. In all, the subscription privileges from Franch stock-holders as listed below were purchased by the German group consisting of the Bank der "outsohen Luftfahrt a.G., Berlin, and our firm:

195.541 common stocks @ ffrs. 310.00 Fr. 60.617.710.00.

14.716 preferred stocks @ 310.00 * 4.251.960.00

1.474 subscription certificates @ffrs.2.325.** 3.427.050.00

40 promoter's certificates 33.712.50 1.348.500.00

ffrs. 69.645.220.00

DOCUMENT BOOK XII B ILGNER No. 248

As arranged you are to be paid 1/4% as commission of the total amount expended, i.e. ffrs, 69,645,220.00. Hence the amount of the commission will be:

ffrs. 174,113.00 = RM 8,704.65 = akr. (Swed. Krone)

14,625.42.

On the basis of the agreement made with you by telephone, we esked Consul Svonson, Greteborg, yesterday to credit you with the above amount of skr.

To would greatly approxiate confirmation of the receipt of the money.

The matter is herewith disposed of except for smaller blooks of subscription privileges which may be taken over later. To wish to express our sincere thanks at this time for your kind assistance, and remain

0

Most respectfully yours,

I.G. PARRENINDUSTRIE ARTIENGESELLSCHAFT
signed: Ilgner signed: Bechem

DOCUMENT BOOK XII B ILGNER No. 249 EXHIBIT No.

Copy

I.G. PARRENINDUSTRIE AKTIENGESELLSCHAFT

Central Financial Administration, Berlin NJ 7

Tr: Bonque de Paris et des Pays-Bas

Paris 3 Rue d'Antin 8 Merch 1943

60 Financial Secretoriat D.14 B/Konh/384

Purchase of Morek Hydro Subscription Privileges.

Tith further reference to the previous correspondence with you and particularly to your lotter of 28 December 1942, some time ago we received from the Aerobank, Paris, through the Bonk der Doutschon Luftfahrt AG, Berlin, a rether large number of decuments dealing with individual cases for the retrospective payment for subscription privileges for new Norsk Hydro shares. to have chacked the individual cases and in so doing have liberally interpreted the agreement made between yourselves and us as to which subscription privileges which have been offered late should still be taken over. Unfortunately we curselves were still not in a position, in view of all the circumstances surrounding the individual cases and even with the widest interpretation of the agreement made, to meet all requests for retrospective payment. To have sent the herebank, Parie, acrrespending enformation. To assume you have meanwhile received the dromments and notice of our opinion. To believe that you will agree with us that our decision fully mosts your desires in view of the existing circumstances.

> Most respectfully, I.G. PARBENINDUSTRIE AKTIENGESELLSCHAFT

> > signed: V. Abol signed: I.V. Bachem

DCCUMENT FOOK XII B ILGNER No. 250 EXHIBIT No.

COPY_

BANQUE DE PARIS & DES PAYS-BAS Societe Anonyme

Peris, 15 April 1943 3 Rue D'Antin

I.G. FARSENINDUSTRIE AKTIENGESELLSCHAFT Unter den Linden 82 BERLIN NW 7

The Financial Secretariat Reference No. 50

Gentlemen;

To were happy to receive your letter of 8 March, 1943 relative to the repurchase of the Norsk privileges from Azote.

Heanwhile we have been informed by the Larobank concerning the blocks of wherea on which feverable action could be taken, and we should be glad if you would be kind enough to exemine them, extending, in so for is you consider it possible, the agreement which we unde with the Eank der Doutschen Luftfehrt.

Yours faithfully BANQUE DE PARIS & DES PAYS-BAS (2 Signatures illogible) DOCUMENT BOOK MIT B ILGNER No. 193 EXHIBIT No.

EXCERPT

PROM ILGNER DOCUMENT No. 193, Affidavit by Dr. Vilhelm Moschel, dated 19 March 1948

(P. 6 of the affidevit)

When Dr. Auber's successor, Horr Erikson, was arrosted too I immediately protected verbally and in writing, but unfortunately without success in this case. I know that particularly Dr. Ilgner than tried to obtain his release, but ultimately also unfortunately without success. I received no explanation from the Gorman : offices concerning the real reason for the errost of Horr Erikson; I can only presume that it may have been carried through the Reich Kommissar because Herr Erikson, like many other N.H. men, made no secret of his manifest repudiction of the Quisling government.

(P. 7-8 of the officevit)

Horr Braksen in this way.

After Herr Eriksen, the director general of ".H. hed been arrested and taken to the prisoners of war camp, a Norwegian of the former N.H. administration who had good Connections with the German Reich Kommissar for Norway - Terboven, informed me one day that the Reich Kommissar had besought him to try to fill the position of director general of N.H. which was left vacant by the arrest of Herr Eriksen. I urgently advised the gentlemen not to take the position, pointing out that it was nost indecent in my opinion to take adventage of the arrest of

21 -

DOCUMENT BOOK XII B ILGNER No. 193

- 2 -

The attitude I assumed was else approved by the other men of I.G. I have heard that particularly Dr. Higner also made serious representations in this respect to the Norwegian concerned.

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I hereby certify that the above excerpt from the affidavit of Dr. Tilhelm Moschel, Jugenheim an der Bergstrasse, Hauptstrasse 104, is a true and correct copy of the original.

Muoraberg, 26 April 1948

Dr. Talter Brohem Assistant Defense Counsel

DOCUMENT BOOK ZII B ILGNER EXHIBIT No.

EXCERPT

from the Ilgner Document 194, Affidavit by Julius Franz, of 12 Harch 1948

Page 10 of the affidavit

Question 20:

Do you know why Herr Bjarne Eriksen, the General Director of Norsk Hydro, was arrosted in the summer of 1943, shortly after his appointment as General Director of Norsk Hydro, and taken to a prisoner-of-war camp in Germany?

Answer:

Formally it was probably because of the regulations of the official Gorman offices, whereby Norwegian reserve officers were to be taken as prisoners of war. For the Reichakommisear of Norway these regulations offered a welcome opportunity to prevent Herr Briksen (who like the entire administration of Norsk Hydro, was known to oppose Quisling) for carrying out his functions as General Director of Norsk Hydro.

Question 21:

At whose wish was Herr Erigksen appointed General Director of Norsk Hydro in 1943?

Answer:

To my knowledge at the wish of the administration of the Norek Hydro itself, which was supported in this by the I.C., even in opposition to the dissenting voice of the Reichskommissar. The Styre of Norsk Hydro approved this joint proposal of the Norwegian administration and the I.G.

DOCUMENT BOOK XII B ILGER No.194

-2-

Question 22:

Do you know whether, after the errest of Herr Eriksen, the Reichskommisser tried to install a person acceptable to him as Seneral Director at the Norsk Hydro?

Answer:

Yes. I learned that he tried, in fact, to have this position filled by a Norwegian when trusted; this was the same man whom the Reichskommisser had blready tried previously to make the General Director of the Norsk Hydro.

Question 23:

That uttitude did the Norsk Hydre and the I.G. take toward this?

Answer:

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The Norsk Hydre refused, because it did not want a confidence man of the Reichskormisser among its leading officials, and the I.G. supported Norsk Hydre in this. I know that Dr. Ilgner in particular made it clear to the Norsegian in question that it would be impossible for him to take this post in the absence of Herr Briksen, and he advised him in unmistakeble terms not to let himself be nominated as a candidate of the Reichskormisser.

Question 24:

Top a new General Director then appointed in place of Herr Eriksen?

Answer:

So far as I know, there was not. Instead, the other treature continued/direct the administration of the Norsk Hydro under the chairmanship of President Professor Bache-Viig.

- 3 -

Question 25:

Did the I.G. take any stops to have Herr Eriksen released from imprisonment as a prisoner of war?

Answer:

Yes. Dr. Ilgner in particular made extraordinary endeavors to this end. In view of the heatile attitude of the Reichskommisser Dr. Ilgner unquestionably put himself in a very precarious position through his many endeavors in this respect. Since Herr Brikseh could not return to Hervay for the time being without endangering his ewn person because of this attitude of the Reichskommissar toward him, Dr. Ilgner even made an appartment available to him in the emergency location of his plant in Bugk near Berlin.

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I heroby certify and attest that the above excerpt from the effidavit of Herr Julius Franz, at present at the Felans of Justice, Mucroberg, ogrees word for word with the original.

Muernberg, 26 April 1948

(signed) Dr. Walter Bachem .
Defense Counsel Lasistant.

DOCUMENT BOOK XII F LIGNER No. 196

EXCERPT

from the Ilgner Document 196, Affidavit by Gerhard BERGHOLD, of 22 Herob 1948

Pages 7 - B of the affidavit.

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I know that Herr Bjarne Brikson severely disapproved of Quisling and that he also gave unmistakable expression to his attitude toward quisling and his Party to Otto, the Director of the Hain Department for Political Zennomy, Consequently, Terboven was hostile toward Erikaen. Novortheless, the I.G. Farben supported in every way the appointment of Briksen as successor. of Dr. Aubert as the General Director of Norsk Hydro. To my knowledge of the situation, a docisive factor in the arrost of Eriksen, in addition to his known opposition to Quisling, was a letter that he had addressed to the Verstand or to the Lufsichteret of the Horsk Hydre in which he remamended that the production of heavy water at Norsk Bydro be discontinued, in order to ward off the danger of an Allied bombing raid on the Torks. In this connection I would like to mention that the Tohrmacht committed Trikson to detention as a prisoner of war only to prevent his being arrested by the Gestere at the order of Toronvon. I was personally present when Dr. Ilgner time and again appealed so onorgetically and cloverly to "tte for the release of Brikson, that Otto bimsolf was ready to recommend his release. To my knowledge, the release was prevented bocause of cortain conditions atipulated by Terboven.

I hereby certify and attest that the above excerpt from the affidavit of Gorhard BERGHOLD, Hallein near Salaburg, Burgfried 45, agrees word for word with the original.

Nutraberg, 26 Lpril 1948

(wigned): Dr. Walter Bachem Defense Counsel Assistant. DOCUMENT BOOK XII B ILGNER No. 251 EXHIBIT No.

CODY. I.G. PARSENINDUSTRIE AKTIENGESELLSCHAFT

Centrel Finance Administration

Berlin NW 7

Bank der Deutschen Luftfehrt Aktiongosellschaft Attention of Director Rudorf

Borling. 7

D 14

8 Merch 1944

Norak Hydro-Elektrisk Kvaelstofsktieselskab, Notedden.

We refer to the conference held between Director Rudorf and the undersigned a short time ago and inform you again for correctness sake of the personnel changes within the Norsk Hydro:

1) Styro:

Professor backe-Jing has been chosen to succeed Fr.
Aubert, deceased, the former chairman of the Styre.
Accordingly, the Styre will be composed for the
prosent as follows:

Loche-lig

chairman

Moreou

vice-chairman

Gahaiment Schmitz

Dr. Octor

von Aor Boy

Erikson

ibrotto.

The original plan to enlarge the Styre to ten members by adding another Norwegian (Fearnley), mallenberg, and the undersigned (left), DOCUMENT BOOK XII D ILGNER No. 251-

is being held in abeyance pending the return to Oslo of General Director Erikson. As we informed you, this was the desire both of the Norwegian gentlemen and of Herr Wallenberg.

Herr Fearnley said that on principle he was willing to accept the position offered to him of chairmen of the Styre, but he begged to decline the nomination for the time being because he is seriously ill at present. It has been arrenged with both Herr Fearnley and Professor Beche-Wiig that after Herr Fearnley's recuperation h. Ill either resign from the Styre or, upon the return of General Director Briksen, remain in the Styre as the second Norwegian.

2.) Work Committee of the Styre.

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In order to ensure that those activities for which
the General Director is compotent will be properly
taken care of during General Director Eriksen's absence,
a work committee has been formed in unanimous agreement,
comprising Professor Eache-lig and Herr Von der Bey.
The administrative Directorate of the Company is to
submit to this ork Committee for decision all questions
that fall within the competency of the General Director.

3.) Administrative Directorate.

The current affiles of the Company are managed by the administrative Directorate. The following persons are manbers of DOCUMENT BOOK XII B ILGNER No. 251 EXHIBIT No.

the Direktonsrat (Board of Directors

Kjelland

(technician)

Meinich-Olsen

(legal and financial expert)

Lose

(commercial expert)

and Fose (chemist for his special field.

In joint discussion all the regular business affairs of the Norsk Hydro and they are to submit to the afore-mentioned Work Committee of the Styre all questions that belong to the General Director's aphere of competency. Further, every member of the Direktions-rat may approach the lork Committee of the Styre in his own right. Herr Kjelland, who is the chairman at the sessions of the Direktionsret, is required to submit to the lork Committee of the Styre, ile. to both of the two members, a short ritten report every week on the discussions of the Direktionsret.

Houl Hitlor!

f.G. FLR. IN DUSTRIB AK I NOUSELLSCHAFT (Signed): Ilgner (Signed): Bachem, per procuration

APPIDAVIT

I, Peter Kronmueller, sclaried employee of the I.G. Control Office in Frankfurt on the Main, and Director of the Central Archives in Frankfurt a.M.-Grieshain, residing at Lerenerstrasee 31, Frankfurt on the Main, having first been warned that I shall render myself

DOCUMENT BOOK XII B ILGNER No. 251 EXHIBIT No.

liable to punishment if I make a false affidavit, hereby testify and declare that my affidavit is the truth and that it is to be submitted as evidence to Military Tribunal VI in the Palace of Justice, Nuremberg, Garmeny.

I doclare the following on eath: The above and everloaf copy conforms with the document in the Records Building of the I.G. Control Office in Frenkfurt c.M.-Griesheim.

Frenkfurt c.M. -Grieshoim, 18 Tebruary 1948 (Signed): Peter Eronnueller

I, Dr. Walter Bechen, hereby certify and attest the above signature of Herr Peter Kronmueller, residing at Lersnerstrasse 31, Prenkfurt on the Main, whose identity: I established.

Frankfurt a. W. 18 February 1948 (bigned): Dr. Valter Eachen Exhibit No. Uster No 49

Generaldirektor ERIKSEN

- 14

at present at Schildberg 14 January 1944

(stamp: OSTER 24 January 1944)

Lear Lr. OSTER,

I am writing to you with permission of the German suthorities, after thinking over the situation, I think it expedient to suggest that, if necessary, you inform the gentlemen who are being considered for nomination to the Norsk ayero Vorstand that I shall esteem it a personal favor if they accept the nomination, I assume that a personal massage of mine would tend to dispel any misgivings or scruples the gentlemen might have owing to the present political situation in Norway or the fact of mybeing a prisoner of wer.

In this commection I might point out that, if yoy thought it expedient. Professor BackE-.IG might possible make his monistion to the Verstand contineent upon my release from captivity. Professor EaCHE-WIG is well known to the Amich Commissioner and to Senator DITE.

After your visit I feel that I have good grounds for feeling very hopeful, especially as regards my discharge, and I assume that after your and/or Lr. HIGHER's consultation in Onlo there will be no further impediments. I trust that this period of impatient waiting oh my part will soon be over.

DOCUMENT LOOK XII ILOVER No. Exhibit No.

with bent wishes to you and 'rs. OSTER

* Yours

signed: Bjarne ERIKSEN

Certified true and correct copy of the above document.

Nuernberg, 5 Jaroh 1948.

attorney-et-Law.

DOCUMENT BOOK XII ILCHER No. Exhibit No. Excerpt from the Oster Locument No. 49 Norsk myuro Elektrisk Evselstofaktieselskab General Ciraktoren OSEO "s requested, we hereby certify that our company through Stickstoff-Syndikat G.m.b.d., Berlin, has had business communious with Lr. n. Oster since 1927. Immediately after the occupation of Norway Lr. Cater heatened to Borway in order to assist Norsk Hydro and its direction with the intention of protecting the company against Garman interference in its activities, and, at the same time, to avoid the intervention of our own borwegian Hazi authorities in the internal affairs of the concern. This was successful, and the importance hereof cannot be overestimated. Furing the whole of the occupation, Lr. Oster continued his. endeavours in this respect, not least against Terboven and the sigkimeriscerist, and the dydre concern and its leaters are

greatly indebted to Ir. Gster.

Oslo, the 28th January, 1947 (sgd.) | jerne Brikeen

Cortified true and correct copy of the above document,

Relaut Bense attorney-et-Lew

Nuemberg, 9 Jarch 1948.

LOCUMENT BOOK ALL ILCOUNT No. 31 Exhibit Fo. NORSE-EYERO-ELENTRISK KVASLSTOFANTIESELSKAB SEIEMALI PENTORET C s 1 o , 12th November 1946 In accordance with .rs. . Ilgner's request, I ber to advise : I was a prisoner in Germany from September 1945 until .pril 1945 from what I learnt later, ordered by "Meichakommissar" Terboson. During that the e, br. The ligner strove hard to got me released. I can further acvise that ir. Ilgner, before I w as imprisoned, was very reacy to listen to my requests for assistance in getting set free Norwegian colleagues and friends who had been imprisoned be the westero and, in any once, in one instance, when a brother- in-law of mime had been imprisoned, it was due to Lr. Il gmer's emergetic intervention that he was released. 3d / Bjorne Eraksen - 34 -

LOCUMENT BOOK XII ILGBER No. 257 Exhibit No. Forsk Hy ro-Elektrisk Evael stofektleselskab Generaldirektoren Oslo, 23 February 1948 Lr. helter Vinsass, Bollwerk 19. Born / Switson land Lour Sir. deferring to your letter of 30th ult. I bereby beg to inform you that I, since writing you about Lr. Onter, have boon visited by br. Essman as representative for the Proscoution in the case mentioned, and that I have given ir. Newman information about what I know of

the fournation of a/S Mordisk Lettmetall, capital expansion in Hydro atc. .

Owing to these circumstances I think it is correct at present not to reply to different questions from another source, as I take it, that provided some expressions from me on request should be of any interest, there will be given an opportunity for these questions either wirtelly or by letter, provided the questions concerned are brought forward by the Prossoution during the case at all.

> Yours faithfully, signed: Bjørne Eriksen.

LOCUMENT BOOK XII IL REER No. 250 Exhibit Fo.

Thomas Fearnley

13/12

25, machusroten 0 s 1 o

2 th February, 1948

er. "olter Vinassa, sollwork 19

BERT

Lear Bir.

On my return from absent some days are I received your letter of 7th inst., a creased to the more of lorsk hydro ./s.

into my return I have been indiposed and have therefore been unable to raply earlier.

In note contents of your latter to 'r. Ljarne wrikeen, General Lieuctor of Forsk sydro and have been informed of this raply to same.

as I have given testimony to the authorities in forway in connection with their investigation of the mydro case, I find that I cannot give such testimony as you require.

I consider that the best procedure for you would be to communicate in writing with descenteretts advoket Otta Wiersholm. Torvet 9, who is in charge of the investigation on behalf of the Nor-wegien authorities, and ask is for a copy of the testimony which I have already given, as mentioned above.

Yours truly, Sd / Thomas Fearnley

ILGNER DOCUMENT Tribunal VI

Supplement

to

Case 6

A SE

Document Books XIIA and XIIB

for Dr. Max Ilgner

To be helder that they after mile 1/3

The attached documents Mrs. 260 to 264 are to be inserted in the following order:

Doc.Mr. 260 in vol. XIIA under figure I following doc.

Doc.Mr. 261 in vol. XIIA under figure II, 2 before

Doc.Br. 262 in vol. XIIA under figure II, 2 after.

Dog.Nr. 263 in vol. XIIA under figure II, 3 before

Doc.Nr. 264 in vol. XIIB under figure II, 6 before excerpt from doc. 196

-1-



ILGNER DOCUMENT No. 260 EXHIBIT No. 263

Copy HWd.

I.G. FAREENINDUSTRIE AKTIENGESELLSCHAFT (Bendwritten Berlin NW 7, Unter den Linden 82. NI-13194

6 May 1941

Ke/Kach

To the Norsk Hydro-Elektrisk Kvaelstofaktieselskab,

Solligaten 7.

By Air Mail.

Re: Foundation of the Mordisk Lettmetall A/S.

As we streety informed you on the occasion of the recent visit by our gentlemen in Oslo, the undersigned (right) on his last visit to Paris told the gentlemen of the Banque de Paris et des Pays-Bas of your wish, to have a formal declaration of agreement to the planned foundation of the Nordisk Lettmetall A=S from the French members of the Verwaltungerst and the Aufsichtsrat of your company. Through the mediation of our financial advisor in Paris, Monsieur Raindre, we have received the letter to President Wallenberg, a copy of which is attached with the request to forward same, in which the French gentlemen give their consent.

Yours faithfully

1. G. PARBENINDUSTRIE AKTIENGESELLSCHAFT

signed! Frank Fahlo signed; Kerston

Enclosure.

DIGNER DOCUMENT No. 260 EXHIBIT No. 263

- 2 -

Copy

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(handwritten: NI-13194)

-2-

Banque de Paris et des Pays-Bas

Paris, 26 April 1941 No. 3, Ruo d'Antin

Mr. Mercus Wallenberg

President of the Administrative Council
of Societé Norvénianne de l'Azote,
et des Porces Hydro-Electriques

Reference No. 60

Dear Nr. Wallenberg:

March we take pleasure, as . members of the Administrative Council and as President of the Aufsichtsrot of Società Norvegionne de l'Azote to confirm to you our agreement on the fernation of a new company which is to serve the purpose of manufacturing Aluminus and various other products and on the subscription by Società Norvegionne de l'Azote to a participation of approximately 33% in the capital of this new company.

We also confirm the approval of Hr. Wibratte, who is at present not in Paris.

We are, dear Mr. Wallenberg,

Very truly Yours, signed: Couture signed: Moreau

ILGNER DOCUMENT No. 260 EXHIBIT No. 263

I, Dr. Walter Baches, Assistant Befense Counsel, hereby certify, that the above copy corresponds literally to the photostatic copy, which is in the prosecution document room 316 in the Palace of Justice.

Nuornberg, 7 May 1948

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(Assistant Defense Counsel)

20 2 ILGNER DOGUMENT No. 261 EXHIBIT No. 264 By Air Mail. Horrn Dr. Kersten, (handwritten: NI-13207) I.G. Finance Administration, Unter den Linden 82 Berlin N. W. 7. Bj.B./HWL. 3 April 1941. I refer to our various telephone conversations during the last few days and I am delighted to learn that the various divided interests seem now to agree on the fact that the planned increase in capital in Hydro according to the principles which we agreed on during our talks in Osle and Berlin, is to be effected, - and that now there remains only the question of the eventual purchase of subscription rights by various groups of shareholders in favor of other groups. As we, agreed during one of our telephone conversations this question is a matter which does not concern the Vorstand or the company as such - and the negotiations which you will conduct on this question during the next few days in Paris would, therefore, not occasion any postponement of the charo-increase. As we agreed yesterday by tolophone, I am forwording you, onclosed; 1. Draft of the invitation to an extraordinary general mooting. - 5 -

- 2 -

- 2. Braft for the decision on the increase of capital in the extraordinary general meeting.
- 3. Draft for the subscription prospectus.

Ir. Aubert requests that you be good enough to present these drafts to Geheimrat Schmitz and Dr. Oster and if the two gentlemen approve the contents thereof, it would be desirable, as I already told you today over the telephone, for you to take them on your projected journey to Paris and to obtain also the agreement Moreau and Wibratte - and perhaps also that of Couture.

I repeat, however, - as already stressed during our telephone conversations - that for effecting the increase in capital it is not necessary that the two last mentioned gentlemen of the Votatand and Aufsichts-rat give their consent, but for easily understood reasons we attach nevertheless great importance to obtaining a unanimous resolution. As you will have understood from our talks in Borlin and Paris, our president Herr Wallenberg will, of course, also attach great importance to such unanimity. I also assume that the 2 German members of the Verstand will be of the same opinion.

With regard to the extraordinary general meeting I should like to record the fact, that we assume that the 25% of our phere capital which was formerly ewned by the I.G. will be represented at the general meeting. In order to

form a quorum at a general meeting, it is necessary for at least 25% of the share capital to be represented and. since, as is well-known, the part of the share capital in Norwegian hands is unfortunately relatively insignificant and it would be difficult for that part of the shares which is in other than Norwegian, German or Germans-controlled hands to be represented, it will probably be necessary - in order to form a general meeting constituting a quorum at all - for the above mentioned 25% to be represented. This of course can be done, as usual, by authorization from the other shereholders.

As far as the share increase itself is concerned I assume that you will notify us as seen as possible of the result of your negotiations in Paris. Meanwhile I repeat, for safety's sake, how the share increase should be effected in accordance with our discussion in Oslo and Berlin and later telephone conversations:

1. The 43.05% which, according to article 15, antipenuitimate paragraph, of the charter are to
be made available to the Verstand, in order to be
used by same in the best interests of the company
one third is to be made available by the Verstand,
with the agreement of the Aufsichtsrat, to each
member of a group consisting of I.G., Nordag and
a Nerwegian group.

If such a prior ellocation of 43,05% is found to be justified in spite of the new shares being issued at their neminal value

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(but entitled to dividends only as from 1943/44) and the value of the shares today amounts in Morway to shout 200% and in France to about 140%, - this is carried by the new assets which will accrue to the company as a result of the comperation in important new industrial fields which has been established, in connection with the capital increase, between Hydre, IG and Nordag.

2. The remaining 56.95% are to be offered to the old shareholders, as well as to the owners of the founder and subscription certificates not yet redeemed - see article 15.1) and 2) of the charter. At the last espital increase in 1930 these certificate owners subscribed about 3% of the new capital.

In order to evoid that the owners of these certificates subscribe to a larger share during the coming capital increase we have proposed, that the general meeting place at the disposal of the Verstand the founder and subscription cortificates (compare feature to article 15) purchased by the company. On the other hand, however, it is imporative that the Verstand should not use this right longer than is necessary to guarantee the 43,05% for the group mentioned above under 1).

In this way whout 50% of the capital increase will be available to the old shareholders - and the latter, therefore, obtain the right to subscribe to one share for every four shorts they own. (Bra-ference shorts and ordinary shorts equally.)

HIGHER DOCUMENT No. 261

- 5 -

Should one or the other of the sharegroups be prepared to sell their subscription rights to neether group, this, as mentioned above, does not concern the company.

3) That part of the capital increase - above the 43.05% mentioned under 1) - which is not taken over by the owners of cortificates and old shareholders is to be divided between IC, Nordag and the Norwegian group, each receiving one third.

With reference to the above statements I request you to request the IG to confirm to the Norsk Hydro:

- a) that the 25% formerly caned by the IG, can be represented at the forth-coming extraordinary general meeting;
- b) that the 25% from the futur capital increase will make use of their subscription rights, either themselves or through others -(1 share for every 4 shares owned by them).
- c) that IG and Nordag guarantee to take over one third each of the shares gllotted to them in accordance with the principles mentioned under 1) and 3).

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ILGNER DOCUMENT No. 261

- 6 -

On the other hand we must ensure that the Norwegian group will guarantee to take over the third falling to them. However, it is, of course of interest to us to know as soon as possible what amount might fall to the Norwegian group - according to article 3 above - and because this, i.s., depends on the result of the negotiations you will conduct in Paris, we would be obliged if you would report on this subject at an early date.

One should be on the safe side, if one reckons that at least 50% of the old shoreholders, except the 25% originally ewaed by the IG, will make use of their subscription rights either directly or indirectly. In this case the Norwegian group would get at the most 20% of the capital increase - i.e. about 10 million Kroner.

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As a matter of form I should like to draw your attention to the fact that, in accordance with article 38 of the charter, the invitations to the general meeting must be issued 15 days prior to the meeting by advertisements. in one Norwegian, one Swedish and one Parisian Newspaper. In order that there should be no formal mistakes connected with the extraordinary general meeting, it would be desirable for you to arrange for the insertion of such an advertisement, as usual, in a Parisian paper.

ILGNER LOCUMENT No. 261 EXHIBIT No:

- 7 -

Should your /risit to Paris reach an agreement with Paribas during your coming / I assume that Paribas, who otherwise used to undertake the arrangement of these invitations for us will take the necessary steps. Shaill he not do so, I suppose that the IG's office in Paris can settle the matter. In that case the invitation will be published in accordance with the attached draft - provided that Geheimrat Schmitz and Ir. Uster have objections - and furthermore with your assistance, we shall be able to inform the Paribas or possibly the I.G. office in Paris of the dates still lacking in the invitation (the date of the general meeting and the final date for the deposit of the shares).

Further I should not like to neglect drawing your attention to the fact that the German text of the invitation to the general meeting, which is a translation of the Norwegian text to be published in Oslo and Stockholm is worded somewhat differently than the French one to be published in Feris. In the last named it is stated that the owner-shares may also be deposited in Faris, Geneva and Brussels, in addition to Oslo and Stockholm. To what extent this will be of practical importance in the existing circumstances is a matter of conjecture; but we should like to have the same form of the invitation, as that used for the ordinary general meeting in November 1940 which latter was, as you know, published with the help of the IG in Paris.

In order to assist you in your talks with Gehoisest Schmitz and Lr. Oster 1 attach 2 copies of this

- 11 -

Ilgner Document No. 261 Exhibit No. ...

B -

letter, plus inclosures.

Yours truly signed: Bjerne Eriksen

3 enclosures.

Two copies with enclosures.

I, Dr. Welter B s c h e m , Assistant DefenseCounsel, hereby certify that the above corresponds literally to the photostatic copy which is in presecution document room 316 in the Palece of Justice.

Nuremberg. 8 May 1948.

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signed: Dr. Walter B s c h e n (Assistant Derense Counsel)

TLONER DOCUMENT No. 262 EXHIGHT No. 261

EXCERPT FROM TELEGRAM dabbd 29 April 1948

AZOTE for Meinich-Olsen

0 0 1 0

Reference letter of presiding judge Military Tribunel VI Nuernberg addressed to Hydre management ask you courtesy to send following information from your files quote

Second when was increase of capital considered by Hydro management first time

third when did Hydre first time inform Perisbas that extraordinary general meeting was expected to take place 30 June 1941

fifth who represented voting rights of IG and IG chamic shares in general meeting 30 June 1941 sixth when and which way was consent by Moreau Oster Schmitz and Wibratte regarding increase of Hydre expital sent to management Oslo

endquote

please send enswer first by telegram to Major Scheefer
Defense Center Palace of Justice Nuernberg ermany second
by mirmail as sworn effidavit

to

Walter Bachen Kernstrasse 3 Nuernberg

04

(

DEUTSCHE POST

Tolegram

4 Oslo 541 248/241 5 142 HIB =

Received: 6 May 1948 1200 brurs

Muornberg Office

Major Schaefer Dofense Contor Palace of Justice Mucraborg Germany

Your telegram 29th ult stop according our files can reply as follows second increase of capital considered first time by hydro management in Pobruary /March 1941 in Oslo and Borlin and immediately afterwards 14th March in Paris third in telephone conversation with I G Parbon Korston 6th June 1941 and I G Parbons telegram 7th June to Parisbas advice given of extraordinary general meeting 30th June

end I G Chemie at general meeting 30th June 1941 sixth in minutes of board-meeting 19th June 1941 worded by Dr. Aubort following resolution regarding capital increase is contained based on verbal negotiations with all board members who have all declared themselves agreeable to the undermentioned increase of the company's share capital the board made the following resolution step implementation of capital increase consented telegraphically by Schmitz 50th July Oster 26 July and Prench board members 1 August via I G Parben Berlin

- 14 -

ILGNER DOCUMENT No. 262 EXHIBIT No. 261

I, Dr. Valter Bachen, Assistant Defense Counsel, hereby certify that the above excerpts from the telegram of the defense to Norsk Hydro dated 29 April and of the Norsk Hydro to Major Schaefer Defense Center of 4-May are true excerpts of the copy i.e. the original with the defense. In the excerpt copy of the telegram of the Norsk Hydro obvious transmission mistakes (leaving out and transposing of letters) have been corrected.

Nuromberg, 8 May 1948

(Assistant Defense Counsel)

ILGHE: LOCUMENT No. 263 EXHITIT No. 12 May 1941 To Geheimrat Dr. H. Schmitz Unter den Linden 82 DERLIN NV 7._ Dear Herr Schmitz, I herewith confirm a proposal submitted to the Yorstand regarding Norsk Hydro's participation in Nordisk Lettmetell A/S and the contracts which are to be concluded between our company and Bordisk Lettmetall A/S and other companies on the construction of the large new factories in Eidanger. As I consider it risky to send this document in the usual way through the mail under present conditions, I have arranged with Director Pilling to have these documents sent as courier sail through the local German Chamber of Commerce. I am, therefore, also sending the proposals for Dr. Oster and for Herron Moreau and Wibratto at the same time. Would you be kind enough to have these proposals sent on to Paris by name said means? With kind regards Yours AUDERT. AXEL Enclosures - 16 -

DOCUMENT ILGNER No. 263 EXHIBIT No. 265

I, Dr. Welter Sachen, Assistant Defense Counsel, confirm that the above copy conforms to the photostatic copy which is in prosecution document room 316 of the Pelaco of Justice.

Hurenberg, 8 May 1948

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(Assistant Defense Counsel)

ILGNER DOCUMENT No. 264 EXHIBIT No. 262

GERMAN VERRECHNUNGSHASSE (CLEARING BANK) - Main Department

No. 459 DVK (1) Berlin C.2, 24 February 1948
Bruederstr. 34/38
Flease quote Fost Box - Telegren address:
above number and Verrechke Berlin
letter in your Telephone 51 53 51
reply.

Herrn Dr. Robert Nath Attorney at Law, Defense Counsel with the American Military Tribunal at Nuremberg,

(13a) Nuromberg 50 'Rothenburgerstrasse 50'

We acknowledge receipt of your letter of 14 February 1948 and reply as follows:

We note from your letter that it is a question of French shareholders exercising a supecription rights in Norway. From the financial point of view, therefore, it was purely a transfer of capital.

Under the provisions of all international payment regulations, however, such capital investments were in principle not permitted. They could be effected in exceptional cases when the offices in charge authorized then as being in the interests of the national economy of both countries. But generally it may be said, that such authorizations were only very rarely given.

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In the above case, therefore, the German military governments in France and in Norway would have first to have reached an agreement to the effort that this payment from France to Norway/desirable. However, the opinion of the Reich Economy Minister in Berlin would have been decisive because the facilities provided in the course of these manysided clearing arrangements were to be used above all for the merchandise transactions to ameliorate the supply position in the occupied territories. Further it would have been examined whether this exercising of this subscription privilege i.e. the increase Prench. capital in Norway would have been in Germany's interest. We doubt, in view of the general directives for economic policy in the occupied territories, whether any German office would have replied to this question in the affirmative.

Was any possibility of Prench nationals transfering amounts from Prence to Norway by way of the manysided clearing transactions for the purpose of exercising this sub-scription privilege.

Yours truly

DEUTSCHE VERRECHNUNGSKASSE

Zg/Alb. Signed: Signeture signed: Signature

ILGNER DOCUMENT No. 264 EXHIBIT No. 262

I, Dr. Talter Bochen, Assistant Defense Counsel, boreby certify that the above of the letter by the Deutsche Verrechnungskasse dated 24 February 1948 to Attorney at Law Dr. Herbort Nath conforms literally to the original letter.

Nurenberg, 8 May 1948

> (Signed): Dr. Walter Eachem (Assistant Defense Counsel)

ILENER DOCUMENT

CERTIFICATE OF TRANSLATION

13 May 1948

I, John FOSBERRY, No. 20179, heroby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Ilgner 260-264.

JOHN POSESERY, No. 20179.

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

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Target 2

Jachne

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Care 6 Defense

Military Tribunal No. VI

- Case 5 -

DOCUMENT BOOK I

for

Friedrich Jachne

Submitted by Dr. Hans Pribills Attorney-at-Law

gung



Case 6 Defense

Military Tribunal No. VI - Case 6 -

DOCUMENT BOOK I

for

Friedrich Jachne

Submitted by Dr. Eans Pribilla Attorney-at-Law

Joury



Jaema Document Book I

Erh. Fo. Doc. Fo. Posment Page

1 Affidavit by Eugen Holfrich, noting mayor of Frankfurt/Main, dated 4 February 1948.

Jasans rejected the Mari Ideology, and node no bones about it. As informed Helfrich that he protected members of the staff of his plant was were persecuted by the Party. His redical opposition to the Party was a well-known fact in the plant. He because a number of the Party only in the interests of the plant and of his appleyons, in order that he light protect that from persecution.

1 - 3

- afficient by Director Redolf Wacherer, dated 20 Contember 1947.

 Venterer has known Jeanne since 1933. an employee of the I.G. in Paris had unio himself unpopular by spreading last propagation. When the Versiniste Sauerstoffwerze was required to employ the unp, Jacobs spoke decidedly agrinst his being engaged.
- 4-3
- affidavit by Engineer Otto Lockmardt 3 deted 7 January 1945. Jackine kept eloof from the program of the HUDAF. He never gave the Reil Hitler greeting. He did not conclude the inevitable coremonial speeches with the required Sing ceil, a fact which caused a sensation on neveral occasions. The Party prevented him from receiving the homorary title of Doctor on the occasion of his 60th birtuday. he undertook honorary duties in or ar to prevent the Party from exercising its influence on industry. de Joinof the Party solely in the interests of the plant. By his intervention he protected several persons from diameter and recoved to a concentration camp and was constantly protecting Engineer Automa, who was a well-known opponent of Marian, from persecution.

E-3,20.

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affidavit by Foreman alois Bristois, dated 7 January 1948.
Contrary to the policy of the
Labor Front, Jachno reteined nonFarty numbers as Chief and first
foremen of the apprentice Work
Shop, as long as this course was
at all possible, pursuing it
perticularly in commettee with
Brisbois who was delegate of the
Sentrum Party in the necessal Town
Council. Jachno's conduct as a
whole, as for example his failure
to give the German greeting, preforential treatment of non-Party
members etc., make it apparent that
he was not a Mational Socialist.

10 - 11

- Afficavit by Dipl. Ing. Veith, dated

 13 February 1968. Veith was Chief

 of the Heschet Training Center.

 Jacobs described that the organization

 of the Training School be based on

 purely technical and not on political
 factors and senctioned a negative

 ettitude towards befor Front and Party
 messures. Jachne retained Veith, Josepha
 the describe of the Party that he should
 be removed. When the Party finally and
 Veith removed from his position, Jachne
 interwenced on his behalf and secured
 e pension for him.

 13 13
- Affidavit by Dipl. Ing. Dr. Sicgfrice
 Kiesskalt, dated 29 January 1948.
 During conferences, Jasansa took a
 delight in making sercestic remarks
 about the Party and its policy. In
 the natter of promotion to the past
 of Chief Engineer and Department
 Chief, Jackne gave preference to Humann
 who was known to be an anti-National
 Socialist. He also promoted other
 puople who were offenders under the
 Nuar berg Laws (Nuaraberger Gesetze).
 o.g. Topp, who was partly Jawish. 14 17

2

Affidavit by Dipl. Ing. Karl 7 Spoidel, dated 7 January 1948. Jackno repeatedly expressed his entegonism to the Party and doclined to give the German greating. When, towards the und of the war, properations were being mede for the peralysing of key-points of industry, the nonobservance of instructions for which could have involved the severest of punishments, dechno opunly issued instructions that ne little ne possible was to be done.

18 - 19

affidavit by Dipl. Ing. deinrich dimenn, deted 26 January 1948.

Amenn was known to be an apponent of Jational Socialism, but was covertholose made Uniof Engineer by Jacoms, and thus given proference over a Party perber. Towards the end of the war, Jacoms expressed the opinion to the Gauletter, that it would be fatile to defend Garmany. This took place at a time when lack of the will to resist led, in certain circumstances, to the gallows.

20 - 21

Obscible on increase in production. 22 - 23

Into come is a fire-extinguishing agent. Glycorogone was developed as a substitute for Olycorium, for peace-time purposes, especially for use in printing-works. Normal nest been known since 1899. In 1935, a new production process was developed. This, however, was superceded at a later date by a new process. Professor Leutenschlanger was not yet Works Manager at the time when the process was developed, and therefore had no influence on this work.

24 - 27

- Il Affidavit by Professor Conto Grottenalli, dated 5 January 1948. During the period from 1928 to 1931. the Italian Dynamit Mobel developed a process for the production of nomenon. Production commenced in the widdle of March 1935, the Semagen being produced for civilian consumption. 28-33
- 12 affidevit by Dr. Ernst Encolborts. dated 13 February 1948. Dinitrobensone connot be used as an explosive. The Roich authorities for the Supervision of Industry (Bojous coverbeenfaichtebanoerie) decided tast, as a proceutionary persone, it should be regarded as on explosive as far as the question of eccident prevention was concerned, but that the security regulations word to be considerably modified. Friedmars of war were not suployed on the production of distrobuscene st Grissmein.

34 - 35

13 Affidevit by Dr. Ernst Engolberts, detet 13 February 1948. The Grice with works had cortain committeepts to Last in connection with the Mobilisation Fronten. In order to carry out those Mobilization teaks, the works was compelled to employ foreign leber, although this involved considerable difficulties and the risk of mootogo. The intermediates produced in the Omesical fectory of the Griesboin works during the war were the same rs those produced in peace-time. Some of them, however, were used for ifferent purposes in war-time. The Gricehein-autoges works elso projuced assentially the same products furing the war as in poscotico. A Betriebsfuehrer who refused to carry out the Nobilization task would have been guilty of mebotago.

36 - 39

34

affidevit by Otto Eckhardt, dated 7 January 1948. The applications for approval of loans for the provision of hutherts for foreign workers were submitted to the Engineering Committee (Teke) only after the Social Domnittee (Feke) had given its opinion on the necessity for the hutherts. The tesk of the Engineering Committee was to pass judgment on the practicability of the building plans. Jacobs also necessation much in the metter of accident provention enough the foreign workers at accoust.

40 - 41

15 Affidavit by Dr. Johann Silion, dated 5 Jensery 1940. In foreign workers worked either under individual contracts of corl or unior contracts conclu ...d with specific helgion or French enterprises. Condentration comp prisoners were not employed at nocchet. The continued orglogrant of foreign workers after the extry of their contracts in 1944 was brack on on order tasued by the Later Allocation authorities. So foreign worker from the Bookst plant served in the plant's anti-aircraft bettery. The payment of foreign workers was, in the main, the some as that of German workers. southet did not maintain its .wn respectment office abrond. It sorely sent but liniaus officers whose bask was to give information on working 42 - 45 conditions at descript.

16 Affidavit by Dr. Franc Spices, dated
16 January 1948.
At the end of 1943, Spices tick over
the Social Welfere Department, and
was instructed by Enuterscalesger
to effect a progressive improvement
in the feed and accommodation of the
foreign workers. In order to addieve
this end, he was to in everything
possible, regardless of expense.
46 - 47

- Y -

17

Affidevit by albert de Vries, dated 6 January 1948. Po Vries was in charge of the catering establishments for foreign workers. after the arrival of the amoricans the first American Commanisat expresent sis full appreciation of the good food and accommention provided for the foreign workers during the war. The kitchens were built on a very large scale and were lerge enough to cater for 5 tibes the number of workers there. Food was cooked separately for the various nations. When the management of the Roschat entering establishments was trunsferred to de Vries, Professor Loutenschleuger anid to him: "You can have all the coney you require. Buy whatever you an: expense is no object. If these people are to work for us, they must be decently fel. " Accordingly, large quantities of expensive foodstuffs were bought for the foreign workers to excess of their fermer allowance. When the Americans come, there were still west stocks of food. The foreign workers received pore then they were due for. a menu of the period indicates the nigh quality of the food.

48-53

inted 22 January 1948.

Well supplied neat to the kitchens for the foreign workers at louchst. The Vrice always demanded first class neat. He was therefore supplied with the same neat as the Gornan civilian population rought in the shops.

34-55

Sneesarow, dated 9 January 1948.
Sneesarow, dated 9 January 1948.
Sneesarow is a Russian who worked in the Hussian works kitchen at Hoodhat. The food was adequate and of good quality. The nutnents were kept clean and were not surrounded by 1 road wire. Nedical treatment was grea. No Russian prisoners of wer over worked at decchat.

53-59

23 Affidavit by Josef Ecs, Chief of the Labor Office, deted T January 1948.

Of the 300 Belgians working at acceptat, sore than 30 were joined by their wives, while two young Belgians were joined by their nothers. The Larrick couples came and went on loave together. 58-59

Doc.Fo.	Document	Page
4	Affidavit by Peresan Alois Brisbois, dated 7 January 1948.	
	Foreign workers were very well trouted	-
	at needst. The 5 to 12 youths between the ales of 12 and 14 were employed exclusively on very light	-
	work, rather me a matter of form,	
	and only at the express wish of	
	their percents.	70-71
5	Affidavit by Dipl.Ing. Dr.Ing. Siegfried Eiosskalt, dated 20	
	January 1948.	
	Heecast was Lowt unwilling to	
	take foreign workers, and built	
	camps and organized supplies of	
	food and elething and reconstional	72-73
	activities at great expense.	10-10
6	Affidavit by Pipl.Inc. meinrich	
	Sucena, date: De Cantary 1948.	
	Jacana always tried to make the	
	life of the fereign workers as	
	pleasant as possible. as carried	
	verkers protested, because they	
	thought that the ford which they	
	received was worse than that lives	
	to the foreigners, Thetern workers	
	said that they wiened to resoin in	
	Germany after the war. Various	
	foreign workers were joined by	
	their wives.	74-76
59	The state of the s	
24	affiduvit by Dr. Frust Encelborts, dated 13 February 1948.	
	Foreign workers were apployed in	
	both the Gricehoir works. The	
	medical treatment which they	4
	received was good. They were given the same food as the German workers.	
	"In fact, the plant management	
	attached the greatest importance to the treatment of the foreigners being	
	ident al with that of the Germans,	
	and it onsuring that this treatment	
	was decent, and in conformity with	
	the laws of numanity.	77-79
	and the same of the	

Enclos.

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Excurent Jachne No. 1

Burgaraster Bugen HELFILICH

Frankfort on Thin, 4 Pebruary 1948 Office: Bookheiner Landstrasse 25 Home "deress: Jenckenberg-Anlage 16 Telephone: 62041/43 ct. 2

PPIDAVITA

I, Bugen Helfrich, Burgeraster of the city of Frankfurt on Main, bern 25 May 1894 at Frankfurt on Main, residing in Frankfurt on Main, Senckenberg-Anlage 16, have been warned that I shall render myself liable to punishment if I make a Jake affidavit. I declare on eath that my statement is true and was made in order to be produced in evidence before the Military Wribunal No. VI (Case VI) at the Talace of Jastice, Kuremberg.

I have known Horr Friedrich J.INC. for many years and have not him often.

never belonged to the MSDLE. He never a peared to be an activist of the Terty or of one of its affiliated organizations, nor did he make himself politically conspicuous. From our numerous conversations, some of which were of a political nature, I was time and ejain able to learn that Herr Jecture rejected the Mari ideology in its untirety and expressed his equinion at every opportunity in a way which could not be misunderstood.

I also remember exactly that Herr Jacine told no repeatedly new he had successfully intervened on behalf of employees of his

Document Jacque No. 1 Thrisbit No.

plant the last been persecuted by the Party or were to be removed from the plant. I also often heard from plant employees when I mew, that Herr Jackne was known in the plant to be opposed to the Party on principle. His formal membership in the Party was only due to the fact that, in the interest of the plant and its employees, he could not refuse the membership effered to him, as otherwise to would not have been able to protect persecutees any longer. I also remember exactly that he repeatedly told me that at the time then the membership was effered to him, he had node a statement to the effect that he had so intention whatsoever to take any active part in Party matters. As a matter of fact, at no time that I discrete anything to the converse.

I remember exactly that, amongst his acquaintances, he works approach the opinion, based on his knowledge of the technical cornection of portion on the one hand and of Germany on the other, that Garany was bound to lose the war.

Prot my incovledge of Herr Jacine's entire personality,
I should like in surnary to state that I consider it impossible
that he ever was in an economic respect a supporter of the claims
of the I in Thich based on power policy or a contributor to its
wer potential.

Document Jachne No. 1

I doclare on onth that I was never's nember of the Perty.

signed: Deep ! LEWICH

I a above signature of Lugen Holfrick, signed before me is hereby cortified and attested by me.

Promitert on Join, 5 7 brunry 1946.

(story) signed: WINGET

It is murchy certified that the above is a true and correct copy.

Marchborg, 1 March 1948.

no. Plan Cibili.

Diction Johns No. 2

B. Schorer Director Tel.: 79 45 05 Fostal Checking Account Upnich 14 547

0

nich-Colin, 20 Nov. 1947 I asenbacherstr. 7

APPIBAVIY,

I, he'elf IVCIDER, Samich-Solin, Focasenbacherstr. 7, have been warmed that I shall render myself limble to punishment if I make a false efficient. I locate on oath that my statement is true and was made in order to be produced in evidence before the Military Symbols (Case VI) at the Talace of Justice in Mercabers.

I made Eiroclor Jahno's acquaintence after he had been appointed, about 1932, by the I.G. as a sember of the premium which supervised the precisite Sourceteffworks, a joint undertaking founded by the I.G. and the Gesellschaft fuor Linde's Discusseminen.

Since 1935, I myself had been entrusted with the same task by the Linde Company. In 1941 Herr Director Jachne became also a member of the parsichterat of the Linde Company. In the numerous meetings thich took place in Berlin, Premiurt, and Munich, I had the operatority to make Director Jachne's closer acquaintance and to discuss with him also other topics - than business matters. So far as I remember, Herr Director Jachne very early realized that there was a steadily increasing difference between the Party program and its execution. Not only was it possible to discuss with him these things without any fear that he would make improper use of them.

but he identif expressed his views on the Terry and its leading officials in tords which would containly have resulted in his imprisonment in a concentration camp, but they came to the attention of the interpretations, the case, which I still remainer, is typical of his attitude, in I, a employee in faris and a familiar undesirable there by symmetring that propagation are the ampelled. I might off died of the I.C. there— upon an actual and this can be have by the Turbinite Source staff for a fare director Jacoma strongly by each the amploy and of this can. By taking this attitude to consciously placed missist, not only in a contains to the line, but also to the party.

There can be know have identified to not a perfect that he is a first that one is a perfect that you have the following the territory.

The electrical contributed to the projection for war. From the contributed to the projection for war. From the contributed in the first will be, he know that even to be traver, war is of no ruel advantable.

tore if New on absolutily then relibbed report.

Lincols Important, Rouldring Intrust.

Homich-Bolls, 1 Doctmber 1947. #1,30d; hedelf NUCHLES. (Figure 1947)

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The above of a core of smidlf new year, droctor in tunich-

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Solling outs the content of a first the contribution of attention of the formy dustings to be a finished in the contribution of a first the first of the first of

Denich, 1 .0.05 2 1917 (Class)

in County:

of no - Jestierat Harita. (algoritors)

(rebbur start) (Januaret Mainrich Mi plor)

Tours-cour ber 0.12

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at soi: Justiarat Hiptor No.cop

To de luce o expéried that the above le a true and correct con . Tempe etc., 1 area 1946.

. Two icibilla

ATTIBATITA

I, Date II, born 20 m ril 10% in remidert/hein, remiding in remidert/hein, liminately ministrate 62%, have been sepress of I half remise myself limits to penishment if Iraks a false eliferyis. I declare on out: Later statement is true and the true it order to be presented in religious before the litter of the litter (final VE (Came 6) it the religious of Justice in humanist.

the a rectar followertes (G reen I update the two powers as in the array of the personally was against a prevent Mither From on the Inde power. As Interestable as in the Indeed 1950, here decline superfect the Sunsache Volksperces with Financial contributions.

cree and released the No himself never used the Whill Michers and the The same such a well-known has to the plant that even a constraint party excharge, in seal of practing into with the Chair littles arists, simply period to the of day. In the absence of the more remajor, it was , many other things, fore threates to make duty, in his expectit as that works remajor; to contrabilities on behalf of the plant population were collaborating anniversant a at their exployment in the terms. In his speed, as on these occasions, Marr Director down a very concluded the collaborations with the then usual one a marrial expected while senselies. Notice of the considerable senselies.

Document Jackson No. 3

works, so come one settines, it was included to bestow the upon it as a occasion of his 50th Marking on honorary doctor direct in spite of all offeris to recognised parsons as in the fields of account and science, it was not possible for the lo obtain this honor, onthe to the feet that he was possible for the last type as a Marking of a to the feet that he was possible for the last, as a man allo only mented, the influence

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Document decime to. 3

of the large is this case proved to be the stronger. For even a last out up, to obtain this honor from the line still from these tenders college failed, dain to the opposition of the last, which already to that him covering culticions influence than.

never to beed in help whenever he realized that the common could delive some benefit from microscolor political attitude on the indicator. His help was ready requested by people this served around, assessment the damper extended of the forty mining interesting defined on the economy of the topolor on the forty mining served to a finish read out director hands succeeded in present the second of the personality and moving a He joined to the large of the second of the presenting and manual of the moving the second of the personality and moving a He joined to the second of the second of

went can all or. moneyer are or non-critical papersh as haddings on the elect spaceties, etc., the solutiled, Director Scalete mention, and it a svoid the principal of their work or official business and a color of the papers.

in the control of the first of the state of

millio No.

from jorger tions.

Products / min-Housing, 7 January 1981.

signed : etto leldiardt -

The above signified of this Leibergh was affined before no, February Leurenchurg, which is hirsby cortified and attention to so, Frankrich fain-Locket, T January 1980.

picture of the manufacture desirable to the label of the Macrobers.

It is now be exciting that the above is a law and correct correct corrector, i mean 1946.

Dr. Toma T 3/71.

Document Jerico No. 4

ALEIDAVII.

I, Liols In June on 30 November 1685 in Frankfurt/Lain, desirable in remnart/Lain-Hosehat, recrick-Josefstr. 55, have been wound that I shall be liable to punishment for making a labor statement. I hereinth declars under wath that my statement in true and was made in order to be admitted as evidence to the libbary Tribunal VI (Gase T., in the Talace of Juntice of June 1888 and order to the Juntice of Juntice of June 1888 and order of Juntice of June 1888 and order of Juntice of June 1888 and order order order order of June 1888 and order or

I was like; ore an in the apprentice torishop and did not below to the larty; neither did bigh. Inc. Teith, the actecal manager at the apprentice torishop. It, Jackson often said to me that the apprentice torishop ing fiven straing that the main tidage for a prentices was their ideological inclining, the told me, namewor, i.e. to instated that the vocal outly preining should continue to this the first place. It tried to keep me, the non-party number, as long as possible, in late on 1943 I took over the training canter for foreign morkers.

Louisian in the also form Councillor of the John town of Header. I has arrested by the testare on 20 July 1966. Then arrested by the testare on 20 July 1966. Then arrested by the testare on 20 July 1966. Then are reject. This setted town were: "Herr Brisbois, be careful. Bon't let then cauc. On at the last moment, it is not sworth it. It will seen to over". In other respects too, in Jackne's remarks and his juneral attitude, such as for instance the last that he did not the Lie German salute,

Convert Inche de, 4

the presentation of the last and the present given to a read to the span to other foreset to have lasty members, made it obvious that he was opposed to hastern bootslies. Therefore all of as knew that Dir. Journe has anything but a Mari.

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and only not an official occasions, I can made that it was known all over the plant that he was not a continued Entire a boundary. The occust, 7 January 1950.

alghed: Mois Bliswid

I berowikh on buly that this is the signifier of Liels Brisbers which was stor before is, Holmut Lisembleotter,
Frankfurt Sissistenst, 7 January 1941.

Defense Commit instatant at the "illient winder VI in Jurnoty...

I herealth curilly blac this is a true/bery of the above document.

signed r. This TIDITA

Document France No. 5

-IIIBANINA.

I, Diel. Dec. Terrain V.III, born on S Janeary 1605 at alarete (Coerheader, Commissioner-strade (C.). L. Deve been warned that I quall be limble to punishment for mility a false statement. I herewith declare under eath that in observant is true and the made in order to be submitted as evidence to the lilitary incomment Vi (Case VI) in the Talact of Jacies at Mosenberg, Commiss.

In 1992 I was under first of the training conter of the Mouchait. John threater Jacks. School the Lab I should join the Mouchait land at never suggested to in Lab I should join the Mould, file out the forman labor Front in made it quite claration that the Chiefs of the training control meaning become party members. On the contrary, Director joins about no to allow upwelf to be guined in my work only by expective points of your members. I was always under the injure a nion that he was investigative cointie to the Tarty.

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as the fact on, the Party seems por and nor insistent in their is and cat I be removed from my position. In spite of that, involve Jecune kept as and asked as to remain on my job. He added white if the pressure became too strong I should come and see the in order to discuse builtable measures.

At the logicality of 1945 the special placeholdery of the forty, who was intrasted with the political braining of the approxicus, accessed to at sabotaring Farty measures. It is accession led to a description which was to bring about my dismissal for my job. Threater Jachne stood up for my and succeeded in having, my dismissal changed into Protirerant for Lealth reasons.

-12-

Solid John No. 5

- 11

The appropriate were taken on, all the director Jacobs asked was the Lot L. boys should be of good corrector and have the ability to become efficient porpore. Although the DAF demanded that the appropriate taken on should be numbers of the farty of of the Tabler Youth, it did not not any difference to Director Actual what political bent the boys or their relatives followed.

Fruit Try ain-bouchst, 13 February 1945.

signed: Hermann WLITH

No. Use on the plantage of ISA.

I formally contify that Herr Harmann Felth, whom I know pursonally, doubtilled in Frankfurt/ cin-format, Mountaget-iner-atreas. 90, has admostedged that the above algorithm was made by him.

Products/ bio-Houchet, 16 Tubrust 1560

Dr. Jos F Mix Total in Trankfort/Scin

500003

Valory in see value

1.) pler - Jar. 39 NO FO 2.--2.) furnover tax " -.06

Total 781 2.06

signed: Dr. Nix

I hertist certify that this is a true and correct copy of the chove document:
N. erroer, 1 Tarch 1948;

Dr. Hone Tribilla

Location Joshno No. 4

AREIDAVIT.

I, Dr. 2 . Mc Fried HESMAIT, born on 5 Colorer 1897 in Wormston, Contented in Frankfurt/Inia, Probardsorstrasse 2, rave been morned that I shall be liable to punishment for making a Jalse statement. I percent declare under onth that my statement is true and was made in order to be submitted as syndence to the Military Tribural VI (Case VI) in the Jalace of Justice at 10 - 1000 .

1.) In 22, ofter paying worked in industry and at the university for stated term, I became out of the indinturing Directors of the 2.5. erbenindestrie, Heec at plant. In teak was to work as expert on operational qualifons, and the tochnical development and problems concorning in plant annagoment. In 1931 or 1932 Bipl. Ing. Jackno, the case from Laverhagen, took over the entire department as Chief in inser and inter on, mill still holding this position, bearn Chairman of the Today deal Counition and Vorstand number of the I.G. Ferbupinterprise. I sad to assist him in those jobs, and I had also to lack after the more specialized tooks of the Moughat plant. This tes done in conformity with theoretica from there From the was always completely objective both in his attitude towards the work as well as towards the person. performing it, regardless of his political opinion. In 1636 I was mid: Proburist.

Booment Jachne Do. 6

- 2.) Herr Jealme was never considered a Matienel Socialist.

 At the many department meetings and meetings of the chief implements, as well as in large and well circles, he made surcastic and ironic remarks about negronings within the erry and about the National Socialist economic policy and neverment. In my opinion, it was because of his exceptional and out more and the influence of his personality that he was able to do this with impunity. The following cases have some to my knowledge:
- 3.) . Flor the old chief engineer of the Rectrical Engineering So or whit (a subgroup of the office of the color engineer) of the I. . Mouchst plant resigned in about 1936 or 1937, herr facine had to oppoint a successor. In the basis of Under condifications, the only now from the ranks of the Decirical engineers of the department which could be sonsider of work And I'm and Horr 3000 . Both were about the sent the and had the same length of service in the firm, there are the opportunity presented itself herr Humana mede pertionlarly aggressive reports applied the Forty and the Beird Loids. He is therefore regarded today as an artilaseist and was appointed by the provious Control Office eriof orginier as Herr Jachne's amecossor, although he is not a comical engineer. Herr behourg, on the other hand, had been a Party member since 1933 and number of the Work's Council (Vertragenerat). In spite of this Herr Jachne made Horr Herman chief engineer and depertment manager, thereby considerably increasing his salar in comparison with that of Durr Johners.

4.) With regard to other persons amployed at the works, Herr Jackine also kept and helped others who were incriminated by the Emeraber, Laws. For instance he temperarily re-employed

-15-

Document Jacque No. 6
Dehibist Jacque No.

the half-argan Dipl.Ing. POST, who had been dismissed in 1930 when personnel had to be out down owing to the crisis, and this led to a wigorous protest by the family Council in 1935. I too was affected by those laws, but in spite of that was made chief engineer and projuntat by Norr Jackse in 1936. He always protected so when during the war attacks were made on my because my descent had become known in Party circles.

5.)

To sum up, I should like to say that Herr Jackson, either in his personal attitude or as a men of industry, cannot be called a Farty politician and National Socialist. In ore 1933 so hold a localist position in the Boutsche Volksparses, maint originated from the middle-classes and also included emperoial and industrial circles. In other respects too his attitude was neither National Socialist for dilitaristic. For instance, in mover tried to hide the fact that may years upo he was not promoted to be an officer of the reserve.

Frenkfurs/ 1, 2; J hunry 1948.

signed; fr. Megfried WI SEMMY

No. 92 of the recomment scroll for 1940

I horowith certify that this is the sign or of Dr. Ing. Singfried
Kiusskult, desiriled in Frankfurt/sin, Coloratorstrasse2.

Document Jachne No. 6

Frankfurt/Lein, 29 January 1948.

Depotesus

Value: 3.400:- IN fee pareir, 39 INO 4.- HM -.12 "

4.12 EC (Sturp)

signed; Dr. Karl BASIR Notary

I horowith cortify that this is a true and correct copy of the above document.

Nacrabary, 5 Perch 1948.

eigned: Dr. Hans Pribilla

Affidavit

I, Karl Stättel, born 8. August 1885 in Stuttgert, living in Frankfurt a.E.-Moschet, adolf Hacuscratt. 14, have been tally werned that I shall make myself liable to punishment by making a false statement. I declare on each that my statement is true on that it was made in order to be submitted as evaluate at the lilitary Tribunel No. VI in the Palace of Justice in Nurseborg.

I have been employed for a considerable tile in the I.G. bries Hotelest as a senior engineer for power supply and in this especity and to report daily to Director JAZHME.

Thus I see his often and can give information about his attitude.

I know that he often expressed deregatory opinions to be and openly concerned with deregatory retarks and by Dipl.Ing.

HUNLAND, the frequently reported to him in my company and the was known to be an anti-fascist. He also declined the German creating and ensured by giving the time of day.

Towards the end of the wer, due to official orders, a crippling plan was propored which was to have orde it tore difficult for the energy to get the plants going again. Although those were orders which were important for the compling on of the war and the non-observance of union could have led to the most severe publishments.

Boousent Jachne No. 7

Horr diffil quite openly directed, in the conference which was subsequently hold, that as little as possible should be carried out.

President c.il. Hopenst, 7. January 1946

signed: Corl SPAINTL

I horowith certify the above signature of Earl Speidel, which was rendered in the presence of no, Helast Discoblactter.

Frankfurt a.M.-Hoochst, 7.January 1948

signed: Helmut Elsembleotter Assistant Defines Counsel at the Military Tolbunal No.VI in Murambers

I herewith certify that the above is a true and correct copy. Nursabors, 1. ibral 1948

be. Hone Filling

_Affidavit _

I, Hoinrich HUHLMM, Dipl.Ing., born on 22.September 1893
in Bayrouth, Beverie, living in Prankfurt a.H.-Hoccart,
Exmerich Jesefstr. 38, have been duly mermed that I shall
make myself liable to punishment by median a Telse statement,
I dealers on up outh that my statement is true and that it was
made in order to be substitted as evidence to the Hilitary
Tribunal No.VI in the Palace of Justice in Narambers.

I am at present the chief engineer of the Hosehet Works and I worked formerly for a long time under the defendant Dipl. Ing. Friedrick J. INC.

0

1.) During the mer, I was chief engineer of the electrotechnical department, which was under the supervision of Herr JAEHNE. I was known as an outspeken enery of Matienal Socialism and, as a result, has removed from my position as encirous of the Hease Association of Employed Charitats and Engineers as early as May 1933. I confirm that Herr Jachne always protected no against all attacks of the Party and that he never represented no on account of my attitude. On the contrary, I was promoted, even after 1933, to the position of chief engineer of the electrotechnical department. In doing this, Herr Jachne give me preference before a member of the Party.

During the wor, I discussed closet every day with Jackson the reports of the foreign broadcasting stations, on which becausions

Document Jackne No. 8 Exhibit No.

the Perty and its loaders were sharply criticised, then the American army was moving towards Prankfurt a.M., Herr JAZHNE pleaded with the Gauleiter for the point of view that the defense of Frankfurt a.M. would be senseless. This happened at a time when statements of this kind were dangerous and an expression of lack of will to resist was liable to punishment by hanging.

Frankfurt c.II.-Hoochet, 26.January 1940

signed: Heinrich Hurran

Register Rell Ho.137, of the Year 1948.

I herewith certify efficielly the algosture of:

Dipl.Ing.Reinrich HULLUT, living in Frankfurt o.H.-Hoochst

unich was rendered in my presence.

Frankfurt c.li.-Hocchst, 25.Jaminry 1948

(Sterm)

2)

signed: Joseph HHL? Notery Public

I cortify that the above is a true and correct copy:

Murchborg, 5. libreh 1948

Dr. Hone Fillial

Document Jackine No. 9

Affidavit _

I, Dr. Pritz BickBill, born on 23. October 1866 in Unterroublingen an Sec, living in Frankfurt c.M.-Hoochst, Brueningstr. 92, have been only warned that I shall make myself limble to punishment by making a false statement. I declare on my eath that my statement is true and that it was made in order to be submitted as evidence at the Military Tribunal No. VI, in the Palmee of Justice in Maramberg.

I work as a chardst in the Dye Works Hocchat.

Gill is a code and for lengthing cas, which is not really a warfare agont, but was used in grantime engines for speed recoloration.

Nobel secure (PG solution) was produced by Nobelst in 1917 13 and also later. It is true that at the beginning of the sar
the production was increased on account of a contract for sar
sork and later in 1942 was again increased considerably. For
this increase in production, in so far as it took place before
1942, we did not have to expand our facilities and thereby invest
comital, since the existing installations proved to be sufficient.
Only in 1942 and the plants to be embarged, for the renewed
increase of production.

Properture Hoodist, 7. January 1948

signed: Dr. Fritz Bachran.

I herewith mitness and certify the above signature

Document Jackine No. 9

of Dr. Fritz Bachran which was rendered in my, Helrest Risonblacttor's presence.

Frankfurt a.i. Hosehat, 7.January 1940

signed: Holisit Risonblocttor Assistant Dofonso Counsel at the Military Tribunal No. VI in Murcaborg.

I horowith sortify that the above is a true and correct copy:

Nurambers, 5. Erch 1948 Dr. Hans PRIBILLA
Attorney-at-Lau

Lifidavit,

I, Heinrich Greune, born on 14 'ugust 1895 at Langendreer near Bochum in Westphelis, residing at Frankfurt/Wein - Sessenheim, Am Leisrein 10 have been werned that shall be liable to punishment for making a false atstement. I herewith declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI (Case VI) at the Palace of Justice at Muurnborg.

Since the middle of 1938 I was head of the Central Laboratory of the former I.G. plant Hacehat, In this capacity repeatedly I had the appartunity to discuss with Professor Lautenschlaeger, to whom the management of the whole I.G. plant Hacehat was entrusted in the same year, not only business, but also political matters. On the accession of these conversations I heard Professor Lautenschlaeger frequently critisize measures of party offices and especially the happless continuation of the war, though he himself was a party member and had to be particularly equitious as the plant manager.

's to the chemical questions saked I can state the following, because I myself worked as a chemist in the Hoechst plant at the time concerned and on the basis of my expert knowledge:

Schibit No.

- I.) Jutogene is a product, developed by Dr. Deimler in the Heschat plant in the years around 1936, which had already been manufactured and used as a fire extinguisher a few years before the outbreak of war and bad given results for this purpose. Professor Leutenschlæger had no influence on the developing of the product. The development of the product was already completed when the management of the plant was entrusted to him;
- in 1930 that it is possible to split and at the same time hydrogenate sugar by a catelytic treatment with hydrogen under pressure and to obtain thus products similar to glycerine, Shortly efterwards the same discovery was also made in the United States. Since the products of glycerine grew increasingly difficult in Germany saveral years before the war, while we in Hoechst needed glycerine urgently for the manufacturing of printing pastes, this process was technically developed in order to sampe facture a glycerine substitute. This was done entirely for peaceful purposes from 1935 enwards. The product was used for printing under the designation Clycerogene. The technical development of the process was essentially completed when Professor Lautenschlagger took over the plant management.
- 3.) 'cotophenone: As far as I know this product was never manufactured on a technical scale in the P ochst plant.

Dodument Jachne No. 10 Exhibit No. 1

4.) Hextgome has been known linee 1898 as a mitrosubst-nee of high explosive power. Its production wee not without danger, its chemical constitution not proven. Approximately in 1935 the chemist Ir. Wolfren found in our Hosehst plant in the course of the usual research work a process for the production of hexogen which explained its committuition for the first time and was besides such less denger us than the process known so far, This work was carried out under the management of Direktor Dr. Krause lein who was already entrusted with war tasks during would war I and was therefore interested in the newly found process. He is formed Birektor Dr. Hermann Mueller of the Dynamit Aktiengewellschaft of the results of this work. The new process was then further devel-ped to its technical maturity, in the last phase mainly by the Dynamit L.G. Later the new process wer remin in turn superceded by a simplification of the old process and thus lost c naiderably in importance. As far as I know the task of working on hexogene was not ellotted by the them manager of the Hoschst plent nor by any other official in the higher levels f.G. manager ment. Professor Lautenschleeger, who at that time was not yet plant manager of Hoechat, had no influence at all on the start mor on the development of this work.

Frankfurt/Main - Hoechst, 7 January 1946

signed: Ar. Heinrich Greune

I, Helmut Eisenblaetter, herewith certify and confirm the above
signature of Heinrich Greune which was affixed

in my presence,

Frankfurt/Main - Hoechet, 9 January 1948

signed : Helmut Eisenblactter Assistant Defenso Counsel at the Filitary Tribunal VI at Nuernberg.

I herewith confirm that copy of the above decoment is true and correct.

Nuernberg, 5 Merch 1948

Br. Hans Pribilla

Exhibit No.

Affidevit.

I, the undersigned, Doktor of Chemistry, formerly amployed in this expecity at the Ektiengesellschaft Nobel from 1906 till 1939 successively Manufacturing Tochnician, Technical Director of the (vigliana plant, Technical Director of the Nobel Company and finally (deinistrator of the same company testify herewith to the test of my knowledge and conscionce:

My testimony is given for the military trial taking place at Nuremberg, Garmany against leading officials of the Firm I.G. Forten. I give it according to the truth and to conscionce exactly as if I had given it on outh directly before the Court.

from 1928 commenda, in the production of the trimethylenetrinitrosmine (later called bexagen and in Italy also Tu) as an explosive for war as also for industrial purposes. The fact that Italy possesses no tempers and telescene for the production of plassical explosives was taken into consideration in this respect. Other Italian companies studied the production of tetrenitropent crythrite for the same reasons.

The studies made by the Firm Nobel were based on the data given by the university consultants of the empany and on the data given by scientific publications. Then the company built a pilot plant and developed after three years' work a production process which was patented as new in 1931; it was based on the nitration in one or two working phases of the hexamethylenetetrapine (Urotropin) and with simultaneous

recovery of formaldehyde. Besed on this process the first Tu plant in the world was constructed in (wighteno and work was started in 1936 with a capacity of 5 - 8 tons daily and with 300 workers employed. Ifter this a larger plant was constructed in Central Italy with a capacity of 10 tons daily. I do not know was/ whether the Italian patent/lao taken up abroad; foreign technicians of every kind were kept away.

The I.G. Farben and its technicians had the least knowledge of it. Nor had they ever demanded such knowledge. There were no relations between the firm Nobel and I.G. Forben either in the field of explosives or in fields relating to war. Noither was such the case directly or indirectly via the Montecetini group which was marged with the Nobel Company in 1927.

The Nebel fire produces and studied to for use in mining and slas in excession. It was also sold abroad and the French government benight it especially in 1939 and in the first quarter of 1940.

The firm Nobel else manufectured tetranitropenterythrite and used in its production the processes of its sister firm 1.0.0.0.0. in Montacetini, Other Italian firms which devoted themselves to this production had Swiss technicians as experts. The Germans stayed away from it. These efforts in Italy were mainly of an "self-sufficient" cheracter, that is, they were made independently of foreign countries.

Document Jeehne No. 11

According to my immediate knowledge - spart from Switzerland and there especially wis the Vitro-Pents - hexegen had been produced, to a small extent on a pilot plant basis since 1937 in Prence and in Czechcelovskie - here in Fardubics which was under government control.

Del Belagaic - Torniella, Prov. Grosseto, 5 January 1948 signed : Count Dr. Franco Grottanelli

The authenticity of Dr. Prence Grettanelli's signature is certified by a notery and by a court. The certificate bears two round stance.

I herewith confirm the true and correct copy of the above document. Nuarnherg, 8 Worth 1948

Dr. Hans Pribilla Attorney

APPIDANTY

I, Dr. Brist Intilizers, born on 25 May 1891 at Borenaustrdt (District Mosla) rusiding at Frankfurt/Main - Grissbein, Alterionabele 26 H, have been warmed that I shall be liable to munishment for saking a false statement. I because the declare on onth that my statement is true and was made in order to be submitted as evidence to lilitary Tribunal VI (case VI) at the Palace of Justice at Duranberg, Corpus,

I om a chosist by profession and informed in detail on the predact dimitrobermene. Dimitrobenzone had alread, been produced as a drestuff intimidiary many decrees ago. Not even where rail transcortation are concerned nor in the rejuirtions on the prevention of accidents was it considered as as explosive, he for ts the explacive properties are concerned the product in one of the last affective of the arountic polysitro connounds which can be described as arricalves. It is true that its detenation on be effected, if a highly intensive substance is used for initial ignition, but it ermot be used by itself as an explosive due to the fret that its decomposition velocity is too small and that the oxygen developed is fur from sufficient. However it can be employed for the ampairature of explanives that are fit for use, if it is mixed with explosives which are rich in energy and with exygen carriers. This was also done during the war, as an emergence mossure, in order to sur-lement efficiently the low toluens stocks. The question, whather it was to be considered as an explosive, was cleo discussed agair on this occasion.

Document Jrohne to, 12 Exhibit Jrohne No.

It was finally decided by the Reich Office for Trade Supervision.

(Reichegemerbosse/sichthoheards) that it was to be considered as an explosive efter all, but the security resulations otherwise customers for explosives were considerably neither.

The dimitrobonesis produced in Drimehals and the other I.G. plants we sand, as for as it was in question as an intermediate for analysis, to Detarius of explosives and to remunition plants which employed it recognizate. To prisoners of war mare applicate in Orientals and, as for as I know, in any other I.G. plant for the production of dimitrobansons.

Gribabile-Frontfurt/Gin, 13 Fabruary 1943

simudt Dr. Sman Dreelborts

Roll of Dogstopes autoor 95 Year 1948

I herumith contil? the above signature of the chemist Dr. Ernst Engelbortz, Printfurt/Trin - Drieshoim, 11 Orieshoim P6 H. Printfurt/Main, 11 February 1946

(Street)

signed Signature

Bill of execusor

Rusinose vrluo: undeterrired RM. For RMC (Reighbostedordrenr - Rajen Fee Royaltiion) Forces. 144, 25, 39

4.12 EV

The Motore: Bignature

I hardwith confirm the literal and correct copy of above document.

Sucribors, 5 Errch 1918

Dr. Wins Pribilla

Document Jachne No. 13 Exhibit Jachne No.

(PPIDAVIT

I, Dr. Enrst Engelberts, of Altgriesheim 86 H, Frenkfurt/Main-Griesheim, born at Bergneustadt (Bez. Cologne) on 25 May 1891, having been duly advised that I shall render gyself liable to punishment by making a felse affidavit, herewith declare on oath that my statement is true and that it was made to be submitted in evidence to Military Tribunal No. VI, Palace of Justice, Nuemberg, Germany.

As ex-manager of the Griesheim plant I am perfectly familier with conditions there.

1) Like all other I.G. plants and the whole of the industry, the Crimsbell plant received a so-called mobilization task, which had been prepared and planned by the Roich Ministry for Economic Affairs from 1937 to 1939. It affected the whole production and laid down what quantities of the various products were to be camufectured in the event of a war and how they were to be distributed. It served furthermore as a basis for the allocation of labor. It was the expression of an all embracing economic planning progres and formed in every respect the civilian mnalogy of a military mobilization plan. It was absolutely compulsory. All alterations were subject to the approval of the Ministry for Economic Affairs, or of the department delegated by it. There cannot therefore be the shadow of a doubt that the plants were forced to employ foreign workers in order to fulfil their mobilization tasks, since the German employees were unable, owing to call ups to the Forces, to cope with the mobilization task.

Document Jackse No. 13 Exhibit Jackse No.

The risks thereelves would gladly have done without foreign workers in their own interest, if only a sufficient number of formen morkers had been put at their disposal, because owing to language difficulties, inefficiency, maintenance expenses, and finally, the unnear of subotage foreigners added to production problems. I can remember exceptly that we always maked for Garman workers when applying for labor.

2) The mobilization task of the Chemical plant of Grieshoin consisted in the manufacture of intermediate products for dynatuffs, characteristic insection and explosives, and also, within the limits of cossibility, for export. But I should like to point out that the intermediate products for the manufacture of explosives were in all cases identical with those which had been produced for decades for the manufacture of dynatuffs, but were used for explosives production in war time.

The sobilization task of the charles factory included further the manufacture of carbon electrodes for potentian obloride , electrolysis and for the manufacture of aluminum, of flotation charles for the processing of cres, of anti-corresive agents for the iron processing industry, of lacquar drying agents for the lacquar industry, of stearntes for the subbar industry and for other technical purposes, of boric carbids for polishing purposes, of potential setted

Document Jachna No. 13

for Dune production and of rare gases for lighting purposes.

All these products too were cretained in the pear-time program
of the Griccount gians, it was coredy the amount produced which
mas repristed strictly in accordance with the most isotion tank.

As far as the delegan plant is ernoamed I can street with containty
that its arbilization production was evaluately the same as its
passesting production, i.e. the production of welding apparatus,
according developers, valves and pressure gauges, our face hardness, exygen.

3) The mobilisation task was allotted by government decree and it was absolutely ensential that it should be fulfilled, therwise there would have been a point in government communic planning in wartise. We Betriebsfuchrer was therefore in a position to refuse to carry out his mobilisation task; otherwise he would have made himself guilty of sebetage and would have been limble to very server punishment.

Frankfurt/Main - Gricoboim, 13 February 1948

wigned : Dr. Print Bigolburts

Bogister No. 90/1948_

This is to certify that the above signature is that of Dr. Drat Engelberts, industrial chamist, Frankfurt/Main-Orienholm, Alt Grissheim 86 H.

Frankfurt/Main, 18 February 1948

(Sterp) signed : signature notary

Costs: Velus : indefinite Fees in accordance with EKO articles 144,26,39 4.--EM

4.1274

notary : signed : signeture.

This is a carrier that the above is a true and accurate repy of the original.

Determine, a case 1948

alt, Asso Pribilia A torney. Boulert Jackne No. 14

Affidavit.

I the Transfer of it. Isimurlandstresso, Frankfurt/Main, tour at Transfers 20 April 1854, taking been duly advised that I shall render system in the to purishment by making a false statement, improvide declare of such that my statement is true. It was made to be submitted in a sidence to Military Tribunal Mr. & (Comp. 6), Prince of Justice, Museuberg.

I was and still as the business samegor of the chief engineer's office of the I.G. plant at Roschat. For that russen I am well sequentiate sames ther things with the work and the tasks of the engineering committee (Teke) from pursonal experience. The applications for I am for billets and hats were only passed on to Toke when the Social Committee (Soke) or the effice of Bortrans-Dr. Schneider had given an opinion in the need for hets. Teke then gave an opinion from the engineering point of view on the suitability of the proposed method of ponstruction.

At the Forchst plant Director Jackne capecially distinguished himself by his work in communion with socident protection. That was his hebby.

Document Jachna No. 14 Exhibit No.

No difference was undo in this respect between foreigners and

Company and confusional were made that foreign workers could

read and loss postagation resultations in their can language.

President Auto-Roschet, 7 January 1948

styring r Litto Eckhardt.

1, Helmin Eisenblectter, herewith certify that the above signature is that of Ctto Eddardt and that it was appended in my presence.

Frankfurt/Vain - Roschet, 7 Jenuary 1948

migned : Helmat Eisenblactter /seistant Defence Coursel Hilitary Tribunal W .VI, Nuoroberg.

This is to certify that the above is a true and accurate copy of the original.

Maernberg, 5 March 1948

Dr. Heme Pribilla

Document Jachne No. 15 Schibit No.

Lff: davit.

I, the smooth and De Cabata Simon, of 2 Althornighte.

Non-constitutional best on 21 September 1953, having been duly excited both 1 shall sense symble limits to punishment by saving a folial distance, because typical be following voluntarily on order.

The forming w reers employed in the I.G. plant at Hosebat either had individual contracte or worked there in accordance with socalled collective contracts, of which as far as I can remember 5-6 had been deschaded with Bulgian, and 2 with French enterprises through the plunipotentiary consrel for chemical industry. There were therefore in actual fact two totally different types of foreign labor ; the foreign workers allocated by the Corman labor allocation authorities on the one hand, and foreign labor supplied by enterprises abroad in accordance with the provist na of contracts on the other. The latter were the ac-called "workers on loss, minig crafter an and transport warkers. In moderdance with the provisions of the law and the contract, the fact ry was responsible for wages, beard and lodging, and clothing of the first ceterry; in the latter case the unterprises abreed, being the employers, were responsible for their men. The foreign enterprises made use of the edministrative apparatus of the Hoochst plant

Document Joshne No. 15

to fulfil these duties.

Concentration ours implies were nover employed in the Brechst plant.

I cannot retail Edigmen workers at Reschot taking had individual

confricte. I according a Bruyn worked at Reschat as "worker on
loan" in accordings with a collective contract.

The continued exployment in 1900 of foreign workers whose contracts had expired was due as far as I can remember to instructions issued by the labor ellocation authorities. The Hoschat plant was unable to repatriate those man at the proper time because repatriction could only be done by means of collective transports—and tickets were only issued by the DAF (Gorman Labor Front) when they had been approved by the Labor Office. At that time permission was only granted when the doctor of the labor exchange had declared a foreign worker totally unfit for further work.

No foreigner ever served in the flak battery of the Hoechat plant, to which I belonged from the day on which it was formed to the day on which it was disbanded.

There was no fundamental difference in the wage scales of foreign and German workers, they received equal pay and equal bonuses (factory tonuses and piece work pay) for equal work, Separation allowance and billeting allowance which accunted for married men to RM 1.50 per day were perfectly sufficient to cover expenses for board and lodging in the camp,

Document Jeehne No. 15

not have the foreign woman and at his disposal the whole of his ust made to decrease and team's were reld in accordance with they was an a center position than the James workers of the position of the foreign appropriate to adhere to the terms of their contracts.

As far a: I can remember I learned of the transfer to disciplimany labor camps of foreign workers of the Hoochst plant who were habitual absentoes, in the course of the conversations I had free time to time with the plant managers about manpower problams. They told me that only a fraction of the workers had inproved when they returned 4 weeks later. The Recenst plant itwelf did not maintain recruiting offices for workers abroad. That assistance it rendered consisted in detailing from time to time so-called limison officers (Verbindungsmeanner) for limited regions of time. It was their business to inform foreign workers who want to Germany to work, of the type of work, wages, board and lodging, and conditions in general, in order to. make differences of opinion impossible from the start. But it was also their duty to prevent a relly unreliable foreigners from coming to Hoschet, who would have made tradble constantly. During my two trips to It-ly in 1944 I had a similar job; I found that people were never forced to work in Gormany.

Document Jaahno No. 15 Pohibit No. Even when pusple broke their contracts and did not show up when a tree of the last and happened, because the Italian and best that the formatings I know arms personal recollection

I have the indicated the three payer of this efficient and have signed h sy own hard; - have a do the necessary corrections in my two randomiting and hove countersigned than with my initials and I herwith coclare on cath that to the best of my knowledge and ballaf I have stated the absolute truth in this affidevit. Knemigstein, & January 1948

migned : Dr. Johann Simon

I, Helmut Elecablactter, nerewith certify that the above signature is that of Dr. Johann Simon and that it was appended in my promonco.

Koenigstein, 6 January 1948

emple to the females.

migned : Helmut Elsenblaetter

This is to certify that the stove is a true and accurate copy of the cracinals

Muernberg, 6 Merch 1948

Dr. Hens Pribilla Attorney.

Document Japane Po. 16

AFFILIAVIT

0

I, Dr. Preus SPILSS, Born on 18.3.1892 in Serlin, residing in Frankfurt on Line, Losepheretrasse 15, have been warned that I shall render avoeld lightle to manishment by making a falso statement. I declare on onth that my statements are true and are ande in order to be salimitted in evidence to "illiary Tribusal VI (tase VI) in the Falsce of Justice Justice Justice.

I was deputy chief of the Patents Department of the Hoechst works of the I.F. Pertural newstrin .. F. Then of the age of 1943 I was released from the "chromobt and returned to finecist, fro-Tensor Louisian Colores suggested to me that I should take twen the section in the Social elfore Department Healthy with the care of foreigners (secondation and food) and matters of discipline. On this occasion, Professor Lautenechlasser are a general survey of the position with regard to the authorist of foreign labor and pointed out that great efforts had been made in Moschat constantly to improve the food and accompodation of the foreign workers. He attached great importance to my continuing the work on these lines and to ever thing cossible being done. If more money was needed for the purpose, I should ammly to him for the sur in every cote. During my time, Professor Lunterschlager made sure for himself of the core taken of the foreign corkers by taking unannounced inspections every month of the condition of

Document Joshne To. 16

the accommodation and food of the foreign workers, and wished the case and category establishments with me. He always attended great importance to the fact that the hydrenic installations and the equipment for the radical care of the foreigners were beyond represent.

Frenkfurt er Jali, 16 January 1915

signed: From Spiess

No. 18 of the Bertster for 1948

This is to pertire officially the above electure, written in person before us by Dr. Prenz Spinss, Cerichtmannessor ".Dr. Prenkfort us Cain, Esseggeratr, 15.

Frankfurt = hir, 16 Mauory 1948

(35100)

(Dr. Remert)

#Unita: Dr. Forwart

Estimate of costar

Value: 30 3.000.—
Charges, article 26. 35 Reich Price Resolutions = 5/20 = FM 4.00

Outs-ever tax 36

Total E 4.12

Matary.

This is to certify that the above comy is true and correct. Nuerobers, 6 March 1947

> Dr. Mans Privilla Rechtsigmalt

Document Jachne Mc. 17

affidevit

I. Albert to Vrice, born on 8 September 1899 in Cologne, residing in President/N.-Seconds, antoniterate. 22, have been warned that I shall remier agenlf liable to punishment by asking a false affiliatio. I declare on onto that my statement is true and is used in order to be submitted as evidence to Military Tribunal 6 (Cens 6) in the Palseo of Justice, Mustappen.

From I September 1942 communic I was chief of the catering acted table meants which supplied the foreign workers with their food in the honolast dynastraffe plant. These nothing to do with the cateria, for former such or female workers. I was not a Party number.

by the present Amjor, then Crotein Redigen (at the Lorent Town Amjor of Priorberg in Several), to carry on with the printernance of Priorberg in Several), to carry on with the printernance of Priorberg in Several), to carry on with the printernance of Priorberg in Several), to carry on with the printernance of Priorberg in the Latter not only the foreigners employed in the Crosstures plants were involved, but also the foreigners who were gathered into the camps of the Sevenst for works from the not laborated of Priorberg. When the foreigners were taken over, Najor Rejich saw their physical condition and the cooking installations as well as our entering establishment and expressed to be his whole-hearted recognition of the good facility which was apparent from their state of Secitional our installations.

Exh. Jeens No.

- 2 -

I should like to print out once more that the displaced persons who were cattred for by no after the capitalation were far nore numerous than the foreign workers previously catered for, in fact about 17,000 displaced persons were involved, as a mainst the provious 3,000 foreign workers. Despite this, the kitchen installations which we had for the foreign workers were fully adequate.

This is a proof of the comprous planning of our kitchen installations, which were nowly set up by no for the foreign workers alone. We had six separate kitchens built, with extensive cooling plants of the most nectors type. There were separate kitchens for the Euscians, reach and belians as well as the Italians, with cooks of the various nationalities, so that the foreign workers could nave the fare of their handand. For the Prafforwiese camp, which lay at some distance from the factory, a special kitchen was ereated, so that the foreign workers there could nave their evaning med proposed for them on the spet. We also had a first-class that kitchen, which produced seven different basic feed types. This was a particular heavy—horse of mine and no better could be found in the most motors are hotel.

For infants special feed was also property with special additions such as super, butter and milk.

The food was perfectly adequate. When, in September 1962, I took over the management, Betriebsflackror Frof. Leutenschlacher and Department Chief Dr. Sirsenal expressly told do: From one days all the money you need. Buy whatever you can, expense is no object.

· 3 -

If these products of to muck that we then that he doeuntly focat he reversely the new over ingreed to me in the other officials where noting this comment it. I see not again obligate to ancennt to them for the outcot of my Lore, Demanuscrip I became the most expensive food I could obtain the the ferely ners to regally them with additional rations: for testance the bast jens for the Russians at prices over 4.00 BM per bildired, tedlo fruit, very expensive vegetables in the winter wif so on. I saw to it that the butchers delivered the bost ment they had and that the rest of the food was of high cuality. If may opportunity gross for no to make additional purchases of rationfree cods, I prepod at it without mesitation and expended many hundred thousend marks on it. Even when Major Redigen errived he still found large stocks of mid-grade food from which, despite their ever-increasing numbers, I was able to food the forcibly displaced. In Hereo: we had a reputation for the best cooking in the sel liverhoof and were attacked by the Leber Front and slee by civilians for giving the foreign workers better food then the civilian population could normally procurs. Characteristic of this was the fact that the charlet was were on stend-by work for sir reid protection saked the Betriebefourer, Prof. Leutenschlasser, to supply their morle, not from the Bornen kitchen but from the forulan workers! kitchens. This wes of course refused by Prof. Leutenscaled or.

Decument Jackne No. 17

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In any case, the foreign workers recoived considerably more than was due to thou on the besis of their retions. The distribution of food was under the control of the cooks of the various actionalities, who, however, were also unter supervision. Moreover, I have not heard that there were any complaints that the food was not signasta. Of course it did sometimes happen that the food was not to the tests of one person or another and then the matter was investigated by the Betriebefushrer. Dr. sirechel, acting for Prof. Lautemechlangor, slyeys satisfied sizeolf personally as to the justifiable grounds for every-complaint, and, if we were not of the eme opinion, he had an metions for alterations. There were also representatives there of the labor from firms, who made unarmounced tests of the food and told so that they were entirely settefied with the cetario, for their foreign workers. Sever did any complaint reach my sers from these firms. I naturally was deeply concorned over the food weelf, and heard from the physician Dr. Jungfleisen, who cancerd weight, that wi hout exception an increase of woight has been recorded of all the sproise workers, and especially of the Russians.

Popother with two cooks. I neve sale a list which shows what was currently supplied to the foreign workers in one week. It ran as follows:

Document Jackne No. 17 Exh. Jackne No.

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	Broakfast	Lunch	Suppor
Monday	45 gr. sausego 500 gr. bread	50 gr. nont vegetables, potatoss	Boup
Toostey	45 gr. seusego 500 gr. brose	according to supply vegated les, potatous	Soup fron
Votzusčky	500 gr. bread 500 gr. bread 50 gr. mergarine	50 gr. met veg., p.tatees	Soup flour, rashed pose,
Therety	45 gr. samsego 500 gr. broad 175 gr. jun	50 er. meat	Soup rooms, tomateur, pumpki a
Trilley	45 gr. sabsage 500 gr. bread 52,5 gr. butter	50 gr. most vegatable het- pet	Soup
Seturby	45 gr. ammange 500 gr. bread	50 or. mant vac., petatoes	Soup
Sunday	45 gr. samesge 500 gr. broad 52,5 gr. butter 325 gr. super	50 gr. most potatoes and seled, pudding or computa	Soup

Over and above this, something quite special was supplied on feastdays and an special occasions for any faset or colebration to add to the festivities, e.g. Christias 1944, during a period when the feed situation was particularly bed in Germany, we supplied amongst other things 700 gr. nest, and very high quality meet, for the three Christmafeast days. I menseed to supply 3000 west stocks, much to the annoyance of the indigenous population, who, in consequence of the large quantity prepared for the foreigners, had to do without a weel stock at Christmas.

Document Jackine No. 17

- 6 -

Every worker also received a Christatellen (Christnes cake), a tin of milk, a piece of innerbroad (250 gr.), two apples, beer and 65 gr. of prelines. I may mention that at trattine prelines could not be obtained on the open market in Germany and even under the counter they were available only to very wealthy people, and certainly not to workers.

Gern was also taken that the foreign workers should out their scale .
in very nice large fining rooms under very pleasant conditions.
Although a great deal of cains was broken, I always produced now chine and other creekery for numbered thousands of marks.

I should therefore like to say in conclusion that under the leadership of Prof. Leutenschlasger and on his benelf everything was done to hake their stay in Germany as pleasant as possible for the fereigners, and that good and fecent basty food was provided.

Frankfurt/N. - Moschat, 5 Jan 1648

signed: A. de Vries

I horewith certify and witness the above signature appended before no. Helmut Eisenblactter, by albert de Vries.

Frankfurt/Ka-acechat, 6 Jan 1948

eigned: Solunt Bisonbleottor

The above copy is herewith contified true and correct. Factabang, 6 Merch 1948

Dr. dens Pribilla Hechteanwalt

Document Japane No. 18 Exhibit Japane No.

LESTIN VIT

To Bearg Will, "com on 30 September 1895 in Frankfart h.N.Hosehat, living in Trankfart c.N.-Hosehat, Krainostr. 35, have
been dair whereit that I shall render available to punishment
by arking a false statement. I declare on oath that are statement
is true and that it was add in order to be submitted as evidence
to the Military Tribuard No. VI. (Case No. VI) in the Palace of
Justice in Nurscherz.

In supplying the Michens of the foreign various in Moschet. The Mitchens were unfor the supervision of Perr de Vries who alload with on the orders for the Mitchens of the foreign workers. He "Image insisted on the delivery of faulthess were radice and has never tried to force or prices down. On the control, he laid great stress on cottaining only good ment for the Mitchens of the

Sow much is Tries instated on howing his kitchens well supplied, is proven to the following figures which I happened to run toorness recently. On 25 December 1543 I had to believe 474 kg.

Less of werl for cutlets for the kitchens of the foreign workers.

I had therefore to save up all legs of weak for a feight long time in order to collect that amount. Under these circumstances, the Serman civilian population could not obtain any werl cutlets

Document Jackne No. 18 Exhibit Jackne No.

for Christman 1743. It was understandable that on account of this the divilian population become very indignant. For was at that time source and therefore rather explasive. Despite of this, I delivered to the foreign workers' kitchers on 14 December 1943, 135 kg. of lags of pork mong other things and in January and at the beginning of February of 1944, altogether 570 kg. of park.

Frankfurt a.M.-Moschat, 22 January 1948

signed: Guorg Woll

Georg Noll

I horswith certify the above signature of Jaor POLL, butcher, Frankfurt s.M.-Houcast, Ersinostr. 35,

Frankfurt c.i. - Poschet, 22 Jenuary 1965.

signed: Fronz Schuoller Notory Public

(Step)

Lo. 67 of the Hesister for 1548

I herewith cartifu that the above is a true and correct coop of the original.

Agreebers, 5 lives 1940

Dr. Hons Pribilla

Document Jachne No. 19 Exhibit Jachne No.

AFFIDAVIT

I, lex SVESSLEW, born 1909 in the Crimea, am of Russian nationality and live in Frankfurt a.M.-Hoechst, Dettingerweg 2. I declare that I have been duly warmed that I shall make myself liable to punishment by making a face statement. I declare on my oath that my statement is true and that it was made in order to be subsitted as evidence to the Military Tribunal Case VI in the Palace of Justice in Nuremberg.

I was accoloyed by the Hoschet Works as a Russian civilian worker in the kitchen of the Russian butment camp. We had to feed empreximately YCO Russians in 1942, up to 1000 in 1943, approximately 1200 in 1944 and 450 in 1945.

I know exactly how the Russian civilian workers were fed.

Wer working long fours received one half or the full extra ration of heavy workers which consisted of 1 kg. bread, 220 g. sausage and 50 g. cargerine. The rest of the ration was as follows:

until the end of 1943 there was only coffee in the morning, at moon and in the evening usually a one course meal and in addition on two days of the week there was meat. On Sundays the lunch consisted of soup, one meat course with potatoes and gravy and a dessert, such as sudding or compote. On important feast days there were, of course, particularly good things to be had, especially cake and the like. After 1943, there was some warm food given also in the mornings, such as porridge or something similar.

Document Jachne No. 19 Exhibit Jachne No.

In addition to this warm food, the following amounts of cold food were issued: five lbs. of bread every week, 35 g. of sausage twice a week, 50 g. of margarine and, besides, approximately 70 g. marmalade per week.

In my opinion, the food was sufficient and those who did not have enough at the noon or at the evening scale, could obtain second helpings from the food left over. In any case, I could see for myself that all of them were healthy and did by no means lose any weight. Only those were seriously sick or emaciated who had been drinking methyl alcohol or benzene. There was a special heapital provided for sick foreigners.

The hate is the camps were cleaned every coming by special work-detachments who had remained in the hats - mostly by women. The straw in the strew-mattresses was replaced often enough.

The camps were surrounded not by barbed wire fences but only by ordinary wooden fances. Only the French prisoners of war had barbed wire fences around their camp. The camps were guarded by old people. Our camp compander was not bad. I never saw my fellow country wen being beaten.

Medical attrition was certainly good. We even had our own
Russian woman doctor. I do not think that people were afraid to
go and see the doctor. In the case of accidents, the people were
immediately taken to the Gorman factory hospital. Lest year a
fellow countryman visited me. He had had mathyl sloobol prisoning
and stayed for more than 8 months in the Hoechat hospital and

Document Jeehne Fo. 19 Exhibit Jeehne No.

later on in Prometert a.l. lifter one and a half warra he was seria released. It was a solf inflicted injury, since he had been sammed that and him arain not to drive benaces or mathyl alcohol. Later, rater the professes had already arrived, not from other alasts propured mathyl alcohol which they drawk.

Of of them wind in a single might as a consequence.

Siderly more from the Unreine were ampleyed in cleming the hatmanta and in the sering rooms. .. girl of approximately il marro of aga worked in my kitchen, but only for helf days and was given only very light work. In 1943 a haseing school with a familial theology and class a Kinderparton was established. Fimilian could live together.

There were navor or Bussian prisoners of wer employed in the fretery. On the other hand, there were for some time Corner coldiers of Bussian articonflity - which had belonged to the Finasov name - in the limit. These were popula who had been fighting for Carmany and had been one arm of a law.

Russian civilian corkers were not used for intimirereft, intilizer. On the other hand, one part of our stiff was amployed inter in the building of the wastern defences.

Frankfort = .".-"bookst, 9 January 1948

signed: Alex Chasheraw

I, Helmit Bisemblretter, pargwith witness and cortify that the above signature is that of Liex Snessarew and that it was expended in my presence.

Frankfurt a.M.-Hoechst, 9 January 1948

signed: Helmut Fisanbleetter Assistant Defana Counsel Wilitary Tribunal No. VI Nuremberg

Exhibit Jachne No. 19

I herewith certify that the above is a true and correct copyof the original.

Nurembers, 6 March 194E

signed: Or. Thus Printilla

Document Japane To. 20 Exhibit Japane To.

SELEVALL

I, Dr. Robert Fill SR, Som on 15 July 185 in Erbenhousen, district whefeld in Oberh., living in Frinchurt 2.1.-Moschet, District algorithm 20, have been duly resmed that I shall aske around Disble to remissional or orking a felso statement. I dealers on asta that my statement is true and that it may rade in order to be submitted as evaluate to the "illtary Tribunal, No. VI, in the Prison of Justice in Surgice to the "illtary Tribunal, No. VI, in the

I'm amployed the chartest as who per or the deale said department. Juries the wir, there were slivers five officials reschited to chick or the food which the Toroiti wifers received. I was one of these give officials who book mail's turns and T die this continuously from the beginning to the end. I have comparably observed to see if the pen received their oroner rations and have also investigated the clotsliness of the dising rooms. Finally I we to trate the meris. I have to enter the regults of the Investigation into the immedian book. I only and occasion once during the phole world, to describe the food. or Which. The food for the Mussians, too, we month sufficient me for as the coulity and supptity are concerned. This could be shown from the following: In the routin told is tortwent there was rimer's an emergency night shift, and the workers your given a night meal . I have often declared that the Bussim nightmed was considerably better and more

6

Exhibit Jachne No. 20

plantiful and that I would have preferred it to the Corner reals.

The menus were also adapted to the nationality. The Ressiance obtained nore single dish meals, such as they were used to in their native land, whereas the Frenchmen obtained their scale subdivided into soup and a further course which they received on a plate having three compartments.

Frankfurt s.M.-Hoschet, 9 January 1948

signed: Dr. Hobert Kraemer

I, Helmut Einenbleetter, hereby witness and certify that the above signature is that of Jr. Lobert Kreecer, and that It was appended in my presence.

Frankfurt s.M. Hoechst, 9 January 1948

signed: Welmut Signablastter Assistant Defense Counsel Wilitary Tribunel No. VI Nuremberg.

I herewith certify that the above is a true and correct copy of the original.

Nurembers, 5 March 1948

Dr. Hans Pribills Littorney-at-Law

Exh. Jeahne No. 21

Affidevit.

I, Dr. Frank Spiess, born 18 March 1892 in Burlin, resident in Frankfurt am Main, Rosember-Str. 15, havin, boon warned that I make myself liable to punishment by making a false affidevit, horeby declars on eath that my statement is in accordance with the truth and was made in order to be produced as evidence before the Military Court VI (Gree VI) in the Pelace of Justice, Swarnberg.

1) In raply to the quantion as to the disciplinary treatment of foreign workers, I can state as follows:

Order So. 11 by Sauckel, applicable to both Germans and foreignors, issued at the und of 1945, laid down the regulations which were to be followed by the Betrie's fundary in the case of lack of discipline on the part of members of the personnel. This order betablished that alight cases should receive a warning, medium cases sin 10 fines and bed cases and repetitions of the offense repetitive fines. In cases of repeated lack of discipline where means available to the worke had already been extrusted, it was laid fown that German workers concerned should be reported to the Trustoe of Labor and foreign workers to the Secret State Police (General of 1943 to March 1945), such reports of foreign workers to the Secret State Police occurred, in

Document Jashne No. 21
Exh. Jeshna No.

- 2 -

up recollection, in 3 or 4 cases. The reports concerned instances where 12 to 15 fines had been inflicted over a lon, period and the following nevertheless continued to absent himself from work or made himself guilty of other offenses.

It may be stated in meneral that, in Howenst, the policy as I found it and as I continued to contact it was to get elon, with as fow punishments as possible. The reports contioned were therefore only made after repeated warnings and exhaustion of all other meas. Moracyce, one or nore further warnin a wore always given verbally beforehand that the report would have to be made. The Labor Office was also asked whether there was any possibility that the person concorned could be assi not elsewhere. When the reports were made, they have a list of all the measures that had been token by the works. under reference to Order No. 11. There was no application unde to have the offender placed in a labor camp. The Personnel Department did not make spontaneous reports. The orter so procedure was on the contrary as follows: The works department concerned had repeatedly reported the an for punishment and points out the necessity of taking measures, as the man was insupportable. The cases were carefully investi staff in consultation with the workers' committee. Suports on the conduct of the worker in other respects were obtained from the camp leaders and, as stated above, only after 12 to 15 wernings and fines, when no further means were available and the works movertheless still decended further measures, was the report redo.

Political approvided for by the works regulations - were not applied to.

The State Police (Stantapolisei) summened the person concerned to Frankfurt a. Main for interrogation and once more workally yarred him, or kept him there and transferred him to a labor camp. In such cases, he returned after 3 works.

- 2) I have been informed of the purport of a mosting of the Main an directorate of 24 January, 1944, according to which foreigners who did not return from leave were to be dealt with by the Sa. Hothing was known to be of this in the second Social Separtment. Cases of foreigners not returning from leave were very few and most of those had encuses which had to be recognised. At any rate, so contact with the SS concerning these comes over took place in Hocehat.
- 3) In recent to the mostin, of the directorate of 10 July 1944, in which Director Both reported on the pseaures against the thofts of elected by foreigners, I can state as follows:

It was pointed out by the satherities that the cases of physical injury and doeth resulting from nothyl-slochel eriginating from the Moschet Works had creatly increased and that strict measures were to be taken. It was stated that in Russelshoin, 22 deaths had taken place in consequence of letayl alcohol poisoning, and that the Gestape and accordingly taken the lest severe measures against foreign workers who had been complet

Document Jachne No. 21

-4-

at illegal training in alcohol or nothyl alcohol. The Hoschet Works could not to empthis about this, but unleavoured to safeguard more securely the sources from which alcohol or nothyl alcohol could be stoled. If, with the object of preventing the further loss of inter to the works in this manner, the proposal was made, that a branch of a workers' disciplinary camp should be placed in the works, this proposal was not further pursuet. Nor can I even remember from what quarter it came. In any mase, it was bread on the desire not to let any workers be drawn into the disciplinary labor camp.

4) In report to the minutes of the meeting of the technical Mein au Directorate of 4 September, 1946, eccording to which exployees of the works, including else foreigners, were compelled to do fortification work on the western infenses, I can state that this was in obsciouse to an order from the high political and State authorities.

Prombfurt as Mein, 16 January 1948.

Si net: Franz Spioss

Ho. 19 of the arguings Roll for 1948: The above signeture of Dr. Frank Spiess, Court Assussor (retired), of Premifert a. Main, Essay or Str. 15, was affixed personally before no, and is hereby certified.

Frankfurt on Main, 16 January 1948

0

Signed: Dr. Remort (Dr. Remort) Botary

Hill of Coats: Yaluo: RM. 3,000.— Foo, Para. 26, 39 REC = RM. 4.— Turnover tax 36 = " 0.13 Total RM. 4.12

Botery.

I horeby certify that this is a true and correct copy of the above document.

Signed: Dr. Hens Pribilla

Attornoy.

Document Japane No. 22 Exhibit Japane No.

STIDAVIT

I, Feter NULLIAM, born on 15 Jul- 1900 in Frinkfurt/Fin Unterliederbach, deciciled at Setenstrisse 123, have been warmed
that I shall be liable to numishment for making a false statement.
I herewith declars under onto that my statement is true and was
made in order to be substitted as evidence to Military Tribunal VI
(Gree VI) in the Falsce of Justice at Numbers.

Since 1943 I have been in charge of the Marchat mint North Folice ("ertschitz) with me founded in 1920. The branch of the works police to the marchine of the clant and its protection from burgians. The services are colled purede. It the end of 1944 the Folice ordered that the works police be aread. "Theory we always found actions this owner, eventually we had not become subordinate to the Folice. Fistals were only issued to been plants which had to check at the rates, and only while they were an duty. Then were not allowed to sear the distals openly, but hidden in their morkets, so that out of the staff did not know that the works police we arred.

The works police had the same duties in regard to foreign on to Deman workers, i.e. they had to check then then they entered or left the what, they also had to investigate when burelaries had occurred. The works police had no special duties in connection with the foreign pulsers.

Document Jiehre No. 22 Exhibit Jiehre No.

It that time we issued six gos mistals to the guards at the foreign workers' cares, but these could not chuse any injuries.

The foreign workers were spathy recommodated outside the plant in halls or other private billets. There were also foreign werkers' hutments. Home of these were fonced in with barbed wire except the orisoner of war camps. You did not have the impression that the foreign sormers were in any way hindered in their freedom of movement, as they were allowed to walk about freely everywhere.

It is correct that for some time by order of the Police all foreign verteers had to seen bridges. However, most of the foreigners tid not follow this arrest, and soon it was openlately impored.

Frinkfort/"tir-toechet, 7 J/norry 1948

alemed: Peter Wullrich

I, Helmat Riesablretter, herewith certify that this is the signature of Peter Wallatan, who signed in my presence.

Frankfurt/Main-Moschet, 7 January 1942

signed: Helmut Simenbloetter Defense Counsel .asistont of the Bilitary Tribunel VI in wembers

I herewith certify that this is " true and correct copy of the above documents

Jornberg, & Strop 1948

signed: Dr. Erne Pritilla Attorney-tt-Law

Document Jaelme No. 23 Exhibit Jaelma Lo.

APPIE VIT

I, Josef T.S., born or 25 Sectasber 1996 to "livelle/Thine, demiciled in Smalkfurt/"rin - Schwinheim, "Mandemicinerator ase A5, have been extract that I shall be liable to surjetment for wring a false statement. I herewith declare under only that my statement is true and must add in order to be substitud as evidence to "library Tribunal VI (Crose VI) in the Police of Justice at Musenberg.

I im Chief of the Liber Office of the Moscist Drestoffs
Frotory. I have found and looked through 300 Later cards of
Belgians who twee emilosed at the mirat during the new. All these
contains to match the were made twallends to relative firms who
continued to look after them. Of these 300 follows more than 30
and looks after them, and those mere lies perfored in the
what. Some of the dives best looked after their households or
worked elements. I found one of as there two yours relatives had
been joined by their ather.

I should like to mid that the foreign varied couples ment , on helicing together and also returned together.

Exhibit Jame To.

All this goes to show that foreigners worked for as voluntarily and that they like it with us.

Frankfurt(Unin)-Hosebat, 9 January 1918

signed: Josef I'm

I, Holmut Bisenblectter, herewith certify that this is the signeture of Josef Ers, who signed in my prosence.

Frenchart(!! Ln) - hood st. 5 J muter 1948

Signed: Helmat Tisenthratter Defense Counsel issistant of the Filitary Tribural in Nuembors.

I berewith cortify that this is a true and correct core of the above document.

Scornberg, 6 Haron 1946.

signed: Dr. Home Pribitle

Droument Jeshne No. 4
Exhibit feeling No.

Affidavit.

I, Mais Brishels, horn on 30 November 1865 in Frankfurt/Wain, demiciled at Prankfurt/Wain-Brookst, Emmerich Josefstrasse 55, have been warned that I shall be liable to punishment for making a false statement. I herewith declars/that my statement is true and was made in order to be submitted as evidence to Military Tribunal VI (Gase VI) in the Palace of Justice at Nurnberg.

With regard to the foreign workers I can only state that they were treated very well. I am in a position to judge this, because from 1943 on I was in observe of the foreign workers/re-training menter and witnessed with my own eyes how they were treated. I was always under the impression that the foreign workers were given better food than we. They were not becten or atherwise heally treated, we gave them the same treatment as the German workers.

Some boys between 12 and 14 years of ago - approximately 5 or 6 - were amployed by us at the request of their percents, without strict supervision. They only did very light work, suitable to their age,

Document Jeahne No. 4
Exhibit Jachne No.

which was more or less s ferce, in order to enable them to get the same extra rations as the grown-ups. The boys liked being with us, and were july and gay.

Frankfurt/Main-Woohst, 7 January 1948

.

signed : /leis Brisbois.

I, Melmut Eisenblactter, herewith certify that this is the signature of Alois Brishais who signed in my presence. Frahkfurt/Main-Hoechst, 7 January 1948

> signed : Helmut Eisenblacttor Defense Counsel /seistant at the Military Tribunal VI in Mucroborg.

I herewith certify that this is a true and correct copy of the shove document : Nasroberg, 5 March 1948

signed; Dr. Hans Pribilla

_Affidavit _

I, ir. Inc. Siepfried KIESSKALT, born 5 Cebeber 1897, at Nuremberg, residing in Frankfurt/Hain, Marlsruherstrasse 2, have been carned that I shall render upself highle to punishment if I make a false affidavit. I declare on eath that my statement is true and was made in order to be produced in evidence before the Military Tribunal VI (Case 5) at the Falses of Justice in Maremberg.

5) Englyment of Porcing Priers.

In the course of the years, the Heachet Norte, like any other German indistrial undertaking, were assigned a large number of forcign between of various nationalities as labor. The Heachet Lorks accepted the forcign merkers only reductantly, but were compelled to take them in order to fill the production orders. Sectioned actilizants and curps were set up for these workers unfor creat difficulties as require interial and at great dimencial cost calculated both as a their ani per head. Not only the works unaccount itself (Professor Lautenschlieger) and the ampleyous comissioned with the cosp management, but also Herr Jackso, who was in charge of all investment costs, strongly advocated this. Although I myself did not handle those matters, I was often present as discussions which concerned regular food rations and additional rations

Document Jackno No. 6

as well as programs for loisure, clothing, etc. The fereign workers were in principle subject to the same working conditions as the German employees. In view of the feet that Hecchet actually cid not produce war meterials, the whole system appeared to me, from the standpoint of this sector also, as unobjectionable.

Frankfurs/ida, 29 Jeruary 1940

signed: Dr. Siegfried Missakelt Dr. Dug. Slegfried Missakelt

No. 92 of the Decement Roll for 1946

I hereby certify the above signature of Herr Dr. Inc. Siegfried KIESSMAIT, residing in Frankfurt on Mein, Marleruhorstrasse 2. Frankfurt on Mein, 29 January 1948

(Steep)

signod: Dr. Mari Basor Notary

Costar

Value: Ri 3,000 .-

Foce os per per. 39, RMO RM 4.-

Turn-over tex Total: -- RU 0.12 -

It is hereby certified that the above is a true and correct capy.

Marchory, a March 1948

Dr. Hone Pribille Attornoy-at-law.

Dominont Jackno No. 8

__Affidavit

I, Mcimrich HUMANN, Diplow-Ingenieur, bern on 22 September 1893 at Bayrouth, Havaria, residing in Frankfurt-Heechst/Main, Emerich-Josephstrassa 38, have been sarmed that I shall render ayaelf liable to punishment if I make a false afficavit. I declare on oath that my statement is true and was made in order to be produced in evidence before the Kilitary Tribunal VI (Case 6) at the Palmee of Justice in Marambers.

2) As far as foreign workers are conserned, I can testify that

Norr Jackso was always engine to maintain the standard of living

for the foreign workers in the technical departments as high as

section conditions in a country affected by a bleekade permitted

it. The more fact that he cases of escape occurred proves that

the foreign workers capleyed by us were not oppressed or

terrorized. They worked in the works under the same conditions

as the German workers. The feed supply was so good that the

Corner workers often protested against those conditions, be
cause they thought that the feed they received was get so good

as that served to the foreign workers. The foreign workers, with

the money they carned, soon acced to their primitive clothing

shoes and German clothes from private sources. Some of then

also had their relatives and acquaintences follow than and

applied for living quarters for whole families.

Document Jackne No. 8 Exhibit No.

In such instances Herr Jechno, among other things, recommended those applications to be approved. Foreign workers from the East often declared their intention of staying in Gormany after the war, because conditions there were better than in their because countries. The fact that workers recurred from their leave to their place of work sooms to prove the correctness and sincerity of these statements. We prove the correctness and sincerity of these statements. We prove the correctness and sincerity of these statements. We prove the correctness and sincerity of these statements for one to my attention. Special wine rations were distributed after air raids. Foreign corpors also were included in those distributions.

Soverel cases known to as in which foreign markers had their relatives follow them, are stated below:

The electric mechanic Johann Janson, a civilian worker, Serial Number 47826, was hired by the electric technical workshop on 3 May 1943. Janson was granted leave from 23 August to 6 September 1943 and from 1 February to 14 February 1944 to see his family. In 1944, Janson has his wife hards fellow him, and sho on 13 Newsmber 1944 was hired as a helper in the electric technical workshop 3 91.

Document Jacking Ro. 3 Equibit No.....

The Dutch civilian worker Bookle also had his mife come to Hecchst.

The French civilian worker Simonin, Sorial Darbor 45446, was employed in the electric technical workshop A 1 (S 91) since
6 November 1942. He also filed application to have his wife come to Hecchst.

Prankfurt-Hoodist/Main, 26 January 1948.

signed: Heinrich Humann Heinrich Humann

Dogwood Roll No. 137, Year 1948

The above signature of Dipl.Ing.Heinrich Human, residing in Frankfurt/Lein-Hoccast, recognized by no, was officed today in his two bandwriting, which is hereby officially contified. Frankfurt/Lain-Hoccast, 26 January 1948

(Storp) signed: Joseph Milf

Poor as por per. 39, RMO RM 2.— Turn-over tex RM -.06

> aimed: Hilf Notary

It is hereby cordified that the above as a true and correct copy. . Marcaborg, 6 larger 1940

Dr. Hons Pribilla Attorney-at-Law. - Document Jackne No. 24 Exhibit Jackne No. . .

Affidavit.

I, Dr. Ernst I n g e l b e r t z, torn on 25 my 1871 at Bergmeustadt | Cologne district |, dominised in Frankfurt/Main-Urisaheid, Altgriespain 55 H, have been samed that I shall be liable to punishment for
making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the
military Tribunal VI (Case VI) in the Palace of Justice at Mirnberg.

The entire drieshein plant consisted of two parts: the chalcel plant and the Grieshein-mateger plant. Towards the end of 1911 Coreigners were employed in both plants to a stendily increasing extent in order to replace the German workers called up by the mahrmacht, at the Autogen plant size French prisoners of war were employed. They were mainly skilled workers, such as lathe-hands and welders, who were almost exclusively empored in the construction of apparatus. The following table provides a survey of the number of foreigners employed at the Orieshein and Grieshein-autogen plants:

Date:	Total murber of the foreigners employed:	of these a) volunteers amployed by the firm	b) prisoners of war
1.1.42	214	148	0
1.7.42	517	141	141
1.1.53	577	268	155
1.7.43	854	3 6 9	150
1:1.44	714	226	50
1.7.44	738	198	48
1.7.45	687	126	48

Document Jachne No. 21 Exhibit Jachne No. 4 .

The employment of the foreigners was partly carried out by the so-called "employment of firms", i.e. foreign firms were commissioned to carry out skilled work under German supervision on a contract basis. These firms furnished the necessary workers and paid then their wares. Youls, accommodation, redical care, etc. was provided by the plant. As far as one could tell they were absolutely relantary workers.

The complete foreigners' pard index of the medical station is still available. According to this, as time went on, a little over LICC foreigners were employed at the Griesbein plant. The card index shows that the Foreigners received conscientious and first class recipal care. During the whole time only it foreigners died. Four of these were cases of poisoning with wethanol, which Eastern workers had obtained illinguily.

The catering for the foreigners was at first done by the factory kitchen of the Hoechet plant. Later on, when more foreigners were employed, a modern factory kitchen was set up to cater specially for them. In conformity with difficial directives the rations for the foreign workers—with the enception of the so-called Eastern workers - were the same as those for the Germans. In order to provide the same rations for the Eastern workers too, the plant illevally procured additional rations.

The foreigners were at first accompdated in the former recreation center of the plant, and later on in newly set up hitments. Each but was fitted with baths and central heating

and teers were suitable air raid processions. Then later on the danger from air raids increased and a book proof sholter was built for the staff, the foreigners and Germans alike bad access to it.

In fact, the plant imagement abtenued great importance to the foreigners being treated the same as the Germans, that they were treated describy and in conformity with the laws of himselfy. For instance, the camp personnel and the works police (Workschutz) were strictly foreidden to bent foreigners. I only knew of one case where this rule was violated; the terms policemen accorned was punished and disclassed.

Preskfurt/Whin-Griceholm, 13 Pobruhry 1945

signed: Dr. Drust Engelbortz

Bocurset Soroll No. 94 of 1948

I normatin cortify that this is the signature of the Charlet Dr. Drnat Engalbartz, Frankfurt/Main-Gricehoim, Alt Gricehoim 86 8.

Pronkfurt/Main, 18 February 1946 aimed: Signature

(Son1)

PADOLECS.

Veluer unknown
For ENL Form roph 114,26,39 4.-- ENL
Turnovor tox --12 ENL
--12 ENL

The Notary

signed: Signatur.

I northist cortify this is a true and correct copy of the above documents

Muramborg, 6 Linroh 1948

aignod: Dr. Hens Pribilla Attornoy-at-Low.

CERTIFICATE OF TRANSLATION

16 March 1948

iie,

Julius J. STEUER, A00 No. a hh265h, Brigitte TURK, ETO No. 35130. Bugen R. MUN, AGO No. D-429798, Alfred RABL, No. B-398081 Leonard J. LENRENCE, ETO No. 20138, Patricis E.C. WOCD, ETC No. 20139, Arme E.RTIN, ETO No. 2014h, Beryl C. FESWICK, ETO No. 20183

hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book 1, Jachne.

Julius J. STEVER, 100 No. A 142651, (pages 1-9, 72-76) Erigista TURK, 270 No. 35130 (pages 10-17, 66-71, 77-79;

Eugen R. MIN A30 No. D-529795 | pages 18-2], Sh-61)

Alfred RABL No. B-398081 (pages 24-27, 31-35)

Leonard J. LAWRINGS ETO No. 20136 [pares 36-45] Fatricia E.C. #OCD ETO No. 20139 (pages 46-53)

Anne MARIN STO No. 20144 [pages 62-65) Beryl C. BESNICK ETO No. 20133 (pages I-IX) Case 6 Defense

Military Tribunal No. VI - Onse 5 -

Document Book II

for

Friedrich Jachne

Presented by Rechtsanwalt Dr. Hans Pribilla.

Soung



Jachne Document God: II

Tage I of index.

 		3565
Edi.No. Doc.	Document	r) e
 25	There from the Legional Trans tiffice, which on 1942, on the ciple int of foreign in or. Serman workers cannot be all conted to the plants, but only foreign machilled inter. The applications for terlors must be theolytely correct.	1-2
	I have by it. Simon, Tooclet, dated 17 Febr. I've to desire for workers. It facility (Gau) Labor Cline; and Alements a furters were asked by tele one to allocate workers so that lookist could carry on the tasks imposed on it. To corners were continue. I'ployment of hims should be accolumned by the Gabecher, as the Sel inn and rement firms have still, according to economic, top workers to allocate to Hoochst.	3+5
2 0	Theory to from the paper or theory torongered to a test on the diploment of foreign industrial workers in Company, in the official Reich Labor Contact for UTAL. Working industrial workers can be enrolled only on the besis of voluntary explications.	6
385	tester from the Reich Erbor , matter Ressen, 1964 to Detector 1941, on the employment of country firms. The instructions for the explorant of assembly limit are appended to the letter.	7-15

25 Lincolar Lotter from the Carrottel legarithms, Hoodhat, ented 30 terrang 1,5%, on labor Protection for Porcign or are.

Lincolars, the pointed out that extracted the Lincolar resolutions is liked for the Constitute of the Con

75-10

Distribut fatter from the interpretation and another forested with reservoir to the interpretation, interpretation of the interpreta

25-21

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22-25

le dreier letter from the district of effice of the Berna letter row, heaven, have the letter from a court take stringent recorred a linet slackers. Int Betrickstechter die not phase size wee of their deciphinary a perturbles. The Heart of abbitry teniral for Liber Allestics " wifere that his soft obligat to the ministry induced in accomings with relief 7 of decree to.13 against Betriebslucher and let assistants was share whis

25-20

Later-constituental letter from the Parsonnel Department, dated 2 Decamber 1982. Namerous breaches of discipling had been so witted by foreimors. It was therefore necessary, in order to avoid such occurrences in future, to give the incoming foreign porkers thereon, troining, e.g. on the care of works property, the resulation forbidding the transfer of passes, closely and applicate broits. Letter from Retriebsfeehrer Prof. Laster schleeger to Vr. Bender, die 30 June 1981. Prof. Lestenschleeger reprinanced	29
Latte: from SetriebsSuchran Prof. Laster colleger to Vr. Hender, data 30 June 1941.	
Laster colleager to Ur. Hender, do a 30 June 1941.	
Sender tecause he had given way to wholese towards a Pole who pro moveked him.	30.
Temperature from the Porsonnal Memortania, dated 12 Sentember 1921, or talking details of	
Detriled remorts had been sale or a district between the Corona Sid at the Italian Gervasoni, furily adds Rid has given Tervasoni to occur the sar, while Cervasoni to occit Tid a blow on the brownia to be the place between the two. This or Cervasoni tory both remaining the Cervasoni tory both remaining the class and threatened with important of sales and threatened with	21 26
Punishment of the Gorgan Alfred Service with immediate dismissal on 5 larch 1943, by order of Prof.	32-30
Leuterschleuger, berause he sad teken annow from en Italian.	37
	Detriled reports had been date of a distant between the Corner Sid at the Italian Gervasoni, haring such Rid has given Carvasoni a been on the war, while Carvasoni has each fid a blow on the brownia in a seven. A reconsiliation has self place between the two. While or Corvasoni fore both remainded and threatened with important disclassi should such while occur again. Punishment of the Gorman Alfred Schridt with impodiate disclassi should such as 5 larch 1943, by order of Prof.

Dr. Hans Pribilla Defense Counsel for Priedrich Jachne, Hilitary Pribunal VI - Wirnberg.

Correction

concerning document books J = + h n a II and III;

E) Page IV of the index of the document book Jackine II contains uncorrect document numbers ;

1	doo.	number	38.	should	be	doc.	number	37
V	all.	14	35		18	H	at.	38
1	-18	Ol -	40	5,91	18	n	- 15	39
V	10		41	140	ii.	n	(4	40
U	1 11	W	42		21	-19	10	41

b) In document book III the number of the first document is uncorrect :

on page 1 as well as in the index.

sign. Dr. Hans Pribilla 'Lawyer

Doc.Mo.	Document	Paga
7		
3#	accrendum from the Social	
	Molfare Dorartment, dated 14	
	American 1942, and latter of the	
	same date to the French divilian	
	warms Lenglois. Lenglois might	
	rant a room, although by so doing he mat himself off from camp ve-	
	tions, and rould, in the long run,	
	have less food. It was in the	
	Sotorost of the plant that the	
	Franc'uran be permitted to find	
	private recommedation.	35-40
8		
31	Circular letter from the Porson/ol	
	Di Friment, dated 25 June 1943.	
	The Frunch orisoners of war had	
	been trinsferred to the status of civilian workers, and were thes	
	to receive the same treatment se	
	the other foreign workers.	41-43
39	the street session washing	
14	Circular letter from the Parsonnel	
	To surthernt, dated 15 Cotober 1963.	
	Priorit or haulys had boom issued	
	io all rembers of the steff and	
	also to the foreign workers, in	1414
200	tis arms quantities.	1644
130	Tottor from the Persolahooho	
60	Matric. Grildren's Hospital,	
	int ed 1 Jun: 1945.	
	The latter Ludication that Dr. Make	
	of Total of the sont 5 children of	
	sighter for ora to the Tuburcu-	92.94
144	locis stantories on 6 Tarch 1915.	45-46
17	Pro rem for the 1943 Christma	
N.	Calabattion of the foreign workers	
	of the Frankfurt/Wein-Houghat	
	1003:	47-49

bb.la.

0

Document JAMENT No. 25 Exh. Jachne No.

Regional Armment Office Frankfurt/Main of the Reich Minister for Armment and Munitions Frankfurt/Main, Dl

7110 No. 350 14.24 Sr.Z (Mr/E1) No. 13366/42 of.

Re: Utilication of foreign labor.

It is impossible at present to assign German skilled labor or trained workers to the plants, since all of them, if topy are not yet in the Wehrmont, are employed to key positions on work for the Wehrmont, or cannot be transferred for other reasons (state of health, inability to leave the place where they are at present, etc.)

The skilled workers which will be irafted in the future can puly be replaced by foreign labor, mainly Seviet Sussians. The same applies to the man power required for the increased production. The Betricher fushress are once more saked to take special note of this and to make their dispositions occardingly.

Wehrmont Branches' Groups of the Begionel Arminent Office have already requested a number of firms to give information as to their . present resupewor requirements. Assignments can only be made as far as available housing facilities allow and if approved by the German Laber Front and the Gestapo. It is requested that the Regional Armanent Office be kept posted regularly with regard to available accommodation and that the actual assignment of foreign labor be reported to the Regional Armanent Office, Group Z by telephone or by means of a smart written note. As the assignment is directed from here, this reject is absolutely necessary in order to be able to keep the reports of the Regional Armanent Office always up to date.

-2-

In cases of housing difficulties the assistance of the Labor Office shall also be requested tesides that of the Regional armament Office, in order, in case of need, to make energency accommodation available. It has been established that the numbers required, as reported to the Regional Labor Office frequently to not correspond with the demants in the possession of the Labor Exchange (Arbeitsent). It is requested that particular estention be paid to this point, and that in such cases corrected requirements be sent to the Labor Exchange.

By far the largest part of the available foreign labor consists of auxiliary labor which cost to trained by the plants. Scarpely any shilled labor is evallable. As more female workers arrive than male work rs. we request that special attention be paid to the possibility of a loying foreign women as workers.

The conferences on the distribution of the transports, which are constantly arriving are at present held as a rule on Thursday norming.

We therefore request that reports should always be submitted by Wednesday efternoon at the latest.

Hoil Bitler 1

Draft wigned by: K 1 e i n Colonel and Commanding Officer

Distribution: (Enniwritten) To Zerr Muellor " Jung " Schlegelmilch Dispussed with: signed Hirschol

Contified truecopy. Sintere Major and W.W. Pue (?)

I herswith certify this to be a true and correct copy of above document.

Nuer barg, 9 March 1948 Dr. Hans Pribilla

Attorney-at-Law

Document Jeanne Fo. 25 Exm. Jeanne Fo.

Note for the files.

17 Jebruary 1944 Dr. S/Bir.

Boy.

Labor requirements

We discussed over the telephone with the Gau Letter Office and the Deglocal expansion Office the assignment of labor to cover our requirements for the carrying out of war escential productions and the construction of high priority projects. We pointed out that it is impossible for us to reach the production set as by government office (Produktionseuflague) and that we are also unable to observe the dead-lines for the completion of new plants. Both offices explained that so labor can be said available for us at the propent moment, particularty efter the six attacks on Frankfurt.

The few foreign workers evallable are needed to complete special programs ordered by the Pushrer.

We connot count may larger on the assignment of the 130 stellen already
Military Internose was come here encepter a few nears. The most of leber in the city increased considerably after the bending attache, and the Sastern weekers was were destined for the relief of the Italian Military Interness are employed elsewhere, or will be used on the occupietion of special programs ordered by the Fuebrer, as seen as the camps are again available. We were unable to induce Major Schleigen to give us any procise to enable us to carry out at least the most ingent manufactures, as ordered. He pointed out that it might perhaps be possible in the future union the new measures being planned to put labor at our disposal

but in any case he could not help us at the moment, although he recognized the great importance of our productions.

Notion Schleipen announced that the procedure regarding the demands for labor as developed by the Seich Kinister for armment and War Production is to be altered. Everything is not to be allowed any longer to converge in Berlin and form there an energous scap bubble, as he called it, but the distribution of labor will be left to the individual armment inspectorat However, it is essential here too that labor for distribution should at any rate exist.

In T was circumstances, use of foreign contractors which at present
is bling carried on by the General Plenipotentiary Chemistry (GR Chemis),
gains in importance, especially as the General Plenipotentiary for the
Employment of Labor (GRA) has obviously abendoned his opposition to
this method of procuring labor, According to our data, the

Belgian firms have still to provide about 300 workers and the French of the suggestion is unio interest the foreign firms more than ever in the fulfilling of their contracts and to support them in every way.

77

Roomsant Jaihne No. 25

13-

on about 50 convicts what the prison in Fraunceanin will jut at our disposal.

signod: signatura

Distributions

Bir. Br. Februar Bir. Br. Longs Bir. Br. Soin Bir. Br. Winnecker Bir. Br. Wilches Bureau of the Caief Engineer Unilization of Lacor through Dr. Pape.

I herewith cortify the true end correct copy of the above document. Nuormberg, 7 Worth 1948

Er. dens Pribilla Attorney

Document Jachne No. 27

The utilisation of industrial foreign labor in Germany.

By Senior Government Councillor Dr. Letsch, Berlin.

7 44 Roice Labor Gazette Part V (Social Germany)

.

No. 3, 1941

The recruiting of foreign industrial labor is on a voluntary

be sis. This goes without saying in the case of the allied constries. Mayover, in view of contrary assertions in the energy press it is necessary to exphasize that the same principle is also applied to recruiting in the occupied territories. Mereover, the employment of compulsorily recruited labor would scarcely serve the interests of the German plants. The increase in the results, furnished by the employment agencies, proves that it is also possible to recruit volunteers in the occupied territories without compulsion.

I berewith certify the true and correct copy of the above document. Numericary, 7 March 1948

Dr. Hans Fribilla Attorney

Document Jachne M. 28 Exhibit Jeehne Yo. The Raint Trustee of Labour For the Economic District of Hesse Frankfort a.M., 22 Dotebar 1941 Reference : MIIIh Posolatresse 62 Telephone 318/1-43. To the r Lescer of the Works of the L.G. Ferbordedustrie Aktiengesellschaft, Social Dopertmont Frinkfurt-Eadn - Rosoltat ZA October 1941. Subject : Allocation of Bulgian and French Assemblage Firms; Here : Lotter of the Regierungsgridelfent (Foohrungentab Wirtschoft - Management Staff Sconemy) Tiestein, of 26 serverer 1941 to your firm. I return herewith together with enclosure the letter handed to me at the monthly on the leth instent. is the compensation rates are laid down under No. 6 of the enclosure, and commission (*esloosume) is also provided for under the regulations of the General Planicatentiary for Charle 'y in Berlin, in consultation with the Roich Labor Minlatry, there is no objection to be raised on my part against the rates guoted. For 4 signed: Signature Enclosure

Document Jachne No. 28
Exhibit Jachne No.

The Regierungspressident Monagement Staff Economy (Fushrungsstab Wirtschaft) for the Wilitary-Roomanic District XII

The Plenipotentiary of the General Plenipotentiary for Special Coestions of Chemical Production.

Wiesbeden, 26 November 1941

Honohat Directorate Department 29 September 1941 - 9

Social Department 29 September 1941

Reference : 08-Cham 912/Oue/R

To the I.G. Farbeninduatric f.G. renkfurt/M. - Roschet.

bject: Supply of your Labor Requirements (building and plant) by assistment of foreign worker teams in firms' allocation.

over more difficult, I am trying to see what can be done, through the Plenipotentiaries of the General Plenipotentiary Chamistry abroad, principally in Brussels and Paris, to obtain the sasignment of teems on the basis of a contract to be concluded between yourselves and a foreign contractor. I hope it will be possible in this way to cover at least a part of your needs.

This will essentially be dependent on your being able to supply the necessary conditions. For further details, I would refer you to the directions herewith unclosed. The assignment of labor will take place in accordance with the work contractually allocated by you to the contractor and in detail will be carried ut in accordance with your directions. The foreign firm

Document Jachne No. 28
Exhibit Jachne No.

will receive a compensation rate per can per hour and a commission (Analogoung) per can per day. The payment/of the workers is carried out by the foreign contractor on the tacks of the same wage scale as would be paid to a Germin winker assigned in firms! allocation for the same work in your plant.

Pull hoard and lodging are to be provided by you arminst refund of the costs. Fousing is to take place in became and feeding to be as far as possible in secondance with national custor. As it concerns free sivilian workers, the prestest attention should be paid by you to the question of board and lodging. I shall be pleased to answer any further enquiries.

In order to anothe me to pursue further the outstion of the possibility of this kind of resignment with ut delay, please let he have the following information, regardless of what other points might still require electification:

- 1. The kind of work to be carried out; statements should be as precisely detailed as possible, so that the team can be made up with the appropriate workers.
- 2. Odeperable local teriff retwes;
- 3. Arrangements proposed by y u in the matter of board and 1 duing and information as to whether housing is ready for possible immediate essignment.

Based on my talegrams conversation with you, I have in mind first of all the following requirements to be covered:

Assemblage workers

Plont workers

28 general mechanics

10 pipe fitters

0

38 electrical fitters

900 chemical workers

76 (total requirements)

THE PLENIPOTENTIARY signed : Signature

Document Jachne No. 28
Exhibit Jachne No.

The enclosed draft contract, drawn up by the General Flenitentiary for Special Cuestions of Chemistry Production, Berlin, in agreement with the Barlin Central Azencies, detailed
regulations regarding the legal social and tax position of the
labour elecated by the foreign assemblage firm, will instruct
you regarding the conclusion of the contract and the detailed
regulations contained therein.

Please pay special attention to the points named below, and see to their careful, and prompt execution during the approval and handling of the contracts.

1.) Approvil of the contract,

Desertately on conclusion, the contract is to be sent in duplicate to the District Labor Office congraed. Two copies are also to be sent to the General Plenipotentiary for Special Cuestions of Chemical Production, Berlin, Department T, and a further copy to me for my information. The GB-Chemistry, Berlin, will without delay submit the contract to the Reich Labor Ministry, which will, if possible on the same day, telephone its approval to the District later Office concerned and at the same time to the Labor Assignment Administration in Brussels or Paris respectively. All formalities can therefore be settled within 3 - 4 days of the conclusion of the contract. There will then be nothing more in the way of the transport of the foreign workers to Germany.

2.) Social Insurance.

The foreign workers ellocated by the foreign assemblage firms will be subject during their ellocation in Cormany to the labor and social insurance provisions applicable in Reich territory, including the Corman tariff regulations applicable for the place of work. The employer must therefore arrange for the corresponding contributions to be deducted from the total amount and allocated to the appropriate funds.

3.) Megus Tax _

The foreign assemblage workers are likewise subject to the German tax pr visions in regard to wages and are therefore to a certain extent su ject to taxation. The tax deductions are secondingly to be made and/ by you/allocated for account of the leaning firm (leihfirms) to the German agencies concerned.

The foreign workers are thus to be treated in the same way as corresponding German workers.

4. | Income Tex of the Loaning Firm.

The foreign assemblage firm is also subject to the German tax provision applicable to foreign firms operating in Germany and will be assessed for taxes.

5.) Thre Scales.

In commandement of the negotiations with the foreign firm, please
let me have without delay the weges scales applicable for your
locality to the worker trade groups which are to be included in the
c ntract, together with behauses and conditions in detail. The
weges scales will not be nesed in the contract, but they will serve
the official agencies of the

Document Jackne No. 28
Exhibit Jackne No.

OB Chemistry in Erossels and Paris as beens of neighboring with the Labor Assignment Administration abroad.

6.) Componention Rates, Commissions (Austreaums), Bulidays.
The Reich Winistry of Labor (PAM) has approved the following maxisum rates:

a) Brgic relegi_	Chief fitter Rechants Ges & Flactric		2,20		hour
	welders		2	- 10	0
	Assistant mechan & other trades		1.60	- 16	- 11
b) Commissions	finie: finter		4,50		day
(Ausleauung)	all others	. 6	3.50	. 11	19
e) Found & Lothing:	General	0	2.55	10.	-19

a) Bolinger. With respect to the regulations of holidays, the provisions on Page 2, paragraph 3 of the enclosed doubt contract are to be followed analogously. Should the Bulgian essenblage firm invist on the Belgian vertices twing ellowed unpaid tolidays sees often than would be edminable under G race labor law, it will be left to your judgment to make sufficient arrangements in the sense of the regulations indicated.

7. J Toche._

The assemblers firms have agreed under 6) of the componentian rates named to include the necessary tools without entre charge. It would therefore be worth while to try and ensure that this condition is put into offset in future. In some cases, it has been possible to get underclotting size included as articles of equipment of the assemblace workers without extra cost.

Document Jachne No. 28
Exhibit Jachne No.

8.) Conversion of Edisting Contracts.

Mirrordy existing contracts concluded with Belgian and French massablege firms are to be converted or amplified respectively in secondance with the foregoing explanations and with the enclosed specimen contract as approved by the Reich Ministry of Inber.

The Plonipotentiaries of the GB in Prassels and Paris have reserved to themselves the pagetisting of these contracts and I bequest you, therefore, not to do snything on your part in this direction for the present. The date fixed for the beginning of the new contract is I June 1941.

- 9.) Transfer of Payment.
 - a) forming Correctly pplications.

Immediately on the confusion of the contract, you will apply for foreign currency in amount of the total wages our for a period of employment of about 3 or 5 months; in the case of larger wage totals, the chorter period is to be preferred, in order not to lot the application aum appear too large.

The application is to be sent in duplicate to the GB chemistry,

Serlin, Repartment T, and a third capy to me. The further transmission and approval by GB Chemistry to the Reich Sconomic

limistry will be offected immediately and the latter, after checking,

will advise the appropriate finance Office. You must also inform

y or Pinance Office of the application made for foreign currency.

to provide finance/for the transport and the expenses for the foreigners from the time of hiring until their arrival, the foreign currency applications must request not only approval for transfer of payment to the foreign assemblage firm concerned, but also of the expenses:

Balgian: "Belgier-Montage" at the Continentale Bank, Brussols

Prance: "Franceon-Montage" at the Sangue pour le Commune et l' Industrie, Paris

This will ensure that the ascusts advanced by the Gb. Chemistry "Il be repaid without a special transfer approval.

o. Transfer of Payment:

" a will give telegraphic order for transfer to the Doutscho

Banque de France, Paris, respectively

For persons to the accounts concerned. The order for transfer must specifically indicate this mathid. 'Iter receipt of advice by the Doutsche Verrechnungskasse, Berlin, 4 days must be reck and as the time required for this method of transfer. It would be advisable that you give this transfer order regularly every week, after presentation of the account for hours worked by the allocated assumblage team, in amount of 75% of the final sum, under deduction of :

- 1.) the social contributions for elicestion to the German Fund,
- i.) the wage tax for ellocation to the Finance Office,

Document Jeehne No. 28

- 3.) the costs calculated for board and lodging,
- 4.) any sums advanced to the foreign assemblage workers as pocket monay.

The remainder will then be transferred, after presentation of the final account and after adjustment on account of the sums dwanced by you in Paris and Brussels.

It any further question should arise which require clarilication, please let me hear from you by return.

Heil Hitler &

I certify that this is a true and correct copy of the above document.

Muremberg, 15 March, 1948.

lr. Hans Pribilla Attorney.

Document Jachne No. 29

Autono, una labor Depervision

C. To. 700

Circular Letter.

Subject: In or protection for foreign workers and hadown workers.

The Reich Indoor Condition issued regulations on the <u>labor protection</u> of Corein harmons in a decree dated S January 1964. This decree out into effect on 15 January 1964.

for ign workers within the meaning of the new decree are all workers from territory outside the frontiers of the Model including foreign work is from the Comeralgouvernment.

Cast a workers and the workers mened in the decree on the employment conditions for Tastern workers dated 30 June 1942, that is, those who case from former Seviet Russia and from the Polish territory occupied by the Jassians in 1939.

The labor protection law for German workers applies in the cast of serkers from the retectorate of Bohamia and Foravia, from Luxenbourg, Loreniae, Alsaco, from the liberated territories of Lower Syria, Corinthia and Krain and from the Dialystok district. The same applies to territors from the Following States: Bulgaria, Dermark, Batonia, Finland, Italy, Greatia, Lutvia, Volland, Rumania, Spain, Sw tmorland and Bungary, as well as for Florings who can prove their Florish mationality by an official certificate.

Document Jacobs No. 29
Tarbible Jacobs No.

For all a her foreign workers and Enstern vertices, Index protection will be subject to the new decree of the Reien Taken Taken Thistory.

which lays door the following basic regulations:

- 1) orders over 16 may be employed up to 40 .ours a week.
- 2) The resulting working time for female workers over 16 is 56 Mours.
- In all tures one a the intervals for rest are not included. The new regulations is not imply so long actonger working hours or laid down for Comma personnel.
- 4) Daily sounder abure for female anchors over 15 and yeaths under 16 s ould be causal hot exceed ton. Daries, sounding hours, the state briefs are to be allowed as are recorded for Corner personal.
- 5) The minimum off-daty period is ten roune, he long as shorter periods are not laid down for German Northers.
- 6) Formule verying over 16 may be employed during the night between it p.m. and 5 a.m. only if an emergency can be proved. Zapleyment of women during the night in to be reported to the Generalaufsichtness (Trade Supervisory Office), Taking reasons,
- 7) Youths upfor 16 may hot be put to war! the might.

Decement Jacker No. 29

- 6) ork on Danding and foostdays permissible only if this term is castomer. In the running of the footory, otherwise in completely circustances.
- 9) Children under 12 may not be put to work.
- 10) The employment of children under 14 is rilemed only up to a maximum of four hours per day, with suitable light work, but not no might and on Sundays and Toustdays.

 (True layerwisers Office).
- 11) For expectant mothers, weren in childhod and nursing mothers, the minimum protection for special process of working woman applies. This means that they may not be employed on dangerous term. Expectant mothers are nereover entitled to refuse to work if they establish that they will probably be confined in the next the weeks after their confinement.
- 12) Regulations on protection excinct accidents and occupational discusses including the regulations on employment prohibitions and on democrass work which apply for forman employees are applicable for foreign and Eastern morbors.

We request the reportment Chiefs and Hatriobalushrur to observe these new regulations in the employment of foreign workers and Eastern workers.

command duction So. 29

In order to comply with the new legal regulations, would you plant he us 'most investigately:

- e, in were somes female involve and estern werders are applicated as might
- in to what extent mestern conjur a ildren between the sips of 12 and 14 are just to work.

TALLES OF STANT

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, armor , 2 creb 1965.

it, "min tribible.

Exhibit Jeshna No.

To the De artment Chiefs and Betriebsfuchrer Subject : Russian Mannower

S-Mo. 537 21 Jugust 1942

1) Standard Wagos

The Russian workers receive the standard wage appropriate to their age, as prescribed by the Standard Wage Resolutions for workers in the Chemical Industry. Plant workers can be classified only within Trade Group VI (Unskilled workers).

2) Efficiency Pay_

Russian workers (male and female) are eligible for the Production Benus (Plant Benus), 50%, 75% or 100% according to output. The following applies to the individual age- and trade- groups :

- who achieve 100% output are wlso eligible for the Personal Allowance of 5 pfennis, which is at present separate from the plant benus.
- b) Jurenile and Penale Plant workers _
 receive the 50% plant benus which the German workers receive autimatically, only upon application, and where 100% output has been
 schieved.
- c) Laboratory and Tochnical Finuses
 In accordance with existing works regulations, Gr upo a) and b)
 are eligible for a laboratory or technical bonus:

Document Jachne No. 30

of 50%, 75% or 100% of the rates applying to other markors of the works staff, according to output.

All applications of the type mentioned are to be sent to the Social Welfare Department on the prescribed forms:

- d) In the case of piece-work, the regulations agreed upon by Labor Office W for Belgien and French workers apply to Russian workers also.
- 3) Protective Clothing

In the future, Russian workers will be issued with only one outfit of protective clothing. This makes it essential for weshing and mending of the clothes to be done in the sportest possible time.

In these cased, the laundry will return the articles of clothing within 24 hours, in all cases in which they are marked "Euseian clothing" and are delivered for hundering with a special receipt. In the meantime, the Russians must weer their own clothes, with possibly a paper apron or scaething of the sort for purposes of protection.

migned: Jachne signed: p.p. Nirschol

I herewith certify that the showe is a true and corrost copy of the original document.

Nuernhers, 8 Varch 1948

Dr. Hens Pribilla

Droument Jeehne Mc. 31
Exhibit Jeehne Mc.

Personnel 22 December 1942 Department

Plant 3:11

To Dr. Simon

The German cooper HUTHM/CHER receives the standard wass of RM 0.82 per hour.

The Belgian cooper, on the other hand, receives RM 0.90 per hour. Both work in the same workshop and do the same work.

The request that the 2 enclosures be returned.

signed: Signature

I herewith certify that the above is a true and correct copy of the original document. Nuerabarg, 8 March 1948

Dr. Hans Pribills

Document Jechno No. 31 Exhibit Jechno No.

I.G. H c e c h s t , Dispatch Department Personnel Department

> Date: 23 December 1942 Fi/Nd

Sur Ject :

Standard Wages for Skilled Workers (Coopers) _

The standard wage for our German coopers amounts to 82

Pfennig per hour. The Belgian coopers working in the same
workshop receive 90 Pfennig per hour. According to these
figures, our German a opers are in a worse position as far
as pay is economical, a fact to which we wish to diver our
attention.

signed : Signature

I herewith pertify that the above is a true and correct copy of the original document.
Numeroberg, 9 March 1948

signed : Dr. Hans Pribills

Wascranius.

28 Documber 1942 Dr. S/Bdr.

Subject:
Payment of Norkers on Loan from Foreign Firms

Herr Fink of the Dispatch Department has submitted two sets
of accounts from which it appears that a Belvian brought here
as a cooper from the firm of de Witt, receives 90 Pfc. in per
hour, while a German worker is payed only 82 Pfennis. He has
pointed out that this discrepancy in rates of pay has given rise
to a considerable amount of discord emons the German workers
The German workers justifiably point out that their work is just
as valuable as that of the Belgians. They are unable to understand the fact that they are paid loss, when they work in the
same workshop and do the same work.

question of whather the workers were to be paid in accordance with our standard wage or with the skilled workers were, which is higher, arose. We were obliged to decide in favor of the skilled workers wage rate, as we would otherwise Maye been unselved obtain any foreign workers whatscover. The phonomena of workers lent from foreign firms earning more, in certain of workers tended, then our own workers, is no nevelty. Even in proceeding, the works borrowed workers from German firms, and was elliped to pay them higher wases, though in this case; the wages were paid through the firm loaning later. The discrepancy results from the fact that the wages laid down for skilled workers are sent times higher than those laid down for chemical workers.

This is no deliberate move on the part of the T.G. to but the German workers in an inferior position, but a move dictated by force of circumstances, and by the differing levels of wages prescribed for skilled workers in the wage regulations.

signed : Signature

signedt Signature

To: Dipl.Ing. Gebhardt Herr Fink (2 wags shoets in ms. returned 29 December 1942) Yages Department

I herewith cortify that the above is a true and correct copy of the original document.

Mucroberg, 9 Werch 1948

signed : Dr. Hons Pribills Attornoy-at-Law

Document Jashne No. 32 Exhibit Jashne No.

The President of the Gau Labor Office and Roich Trustes for Liber for Rhein - Main

(Fost-mark) .

Frenkfart a.M., 23 September 4944

Dear Herr Betriebefushrer,

Subject: Correction of Abuses

Termi warfare organily demands that actual working boars should approximate to actually hours. Particular importance should therefore to attached to the consistent evaluation of the showers.

Therefore an evaluation of the showers approximately and actually provided approximately as a sold to be provided provided approximately as

The firm of

Georg Stritt & Wes,

has published printed forms complying with the direction of a Reich Trusten for Labor after consultation with the Corner Lacor Front.

There are special forms for Germans and for foreigners.

Factory Welfare and Sales Offices. Repair shops, the District Dantor Service and other factory organizations will contribute to a considerable extent towards keeping lost time to a minimum.

Deciment Jacket 40, 32 Exhibit Jacket 40.

Over and above that, it is important to deal with presental persons with all severity. Experience in the root series has teacht us that the Petriels mehrer hashoot ando use in all cases of the eddestional facilities provided on the orders of the Planisotentiars for Labor Allocation.

The decent polyvious of the overwhelmin's jorit; of our German labor ferces torbids the evertire of any tin of lots. To marks a preprentively smaller proportion of slandar of Market ciplines morkers.

The home is therefore expressed that the Betrie's culture 411 be personally responsible for using to the utilet all fractors facilities in the calling against elaphers and in the abolition of abuses, before a relook has to be rade to the Ctobe authorities.

In agreement with the undersigned officer and with the porticination of the Secret State Folice measures have the more been laid down which are calculated to lead to the maintenance of discipline and hence to an increase in production.

Accordingly, in the event of isolated broadure (1 discipling and

Document Jashus No. 32 Exhibit Jashus No.

failure to reach the required output, the Setriebefuehrer, after conscientiously examining the offense in question, suct next apply the measures of its disposal in order to keep order in the factory.

Hell Hitler !

signed Skin

al med Tretachiann

German Labor Prout Chief for the Gas addinistration Descon-lasses President of the Gau Labor Office and leich Trustee for Labor for Philip-Main.

Certified to be a literal and true copy of above document, accomment, 7 Larch 1845

Dr. Hone Priville.

Deciment Jacker Co. 33

2 December 1342 Dr. HE/9/

To Dr. Lewsek Herr Jung

Suisable exervations are requested.

signed. Mirrature signed. Mignesian

Certified to be a true and literal corr of above decorat. Nuemberg, 9 March 1948

Dr. Hens Printle

Document Jackse 1c. 34 Exhibit Jackse Fc.

To Herr Reg. Bratr. Nold Personnel Reception Vorks Council Herr Poebn

Herr Georg Bender P No. 901

Wokeep of track wie Herr Res. Protr. Vold 18.10.93 / 16.4.20

30 June 1961

I have been informer that on 21 June you allowed pourself to be carried awar to the extent of committing sets of violence against the Polish civiling serior Maximilian Phasinski.

Even if you were appered by the Pole you should on no eccount have reserved to such resources.

I wish to express my displessure at this undispinited behaviour and herewith issue a reprinced in secondards with Section 20 of our Works Esculations.

1.6. F.BS.I.DUSTRIE UNISURSELLSCHIFT

Der Fuchrer des Setriebes

stemed: Dr. Leutenschlager

Certified to be a true and literal core of the above document. Duembers, 9 March 1945

> Dr. Mans Pribills Attorney-ib-lew

Document Jackne No. 35 Exhibit Jackne No.

18 September 41 Ir. S/F

PHE IS TELL DOM

Subject: Brawl between Eid, Franc, Seriel Wunder 33946/4501 17 Jrn.10/21 Hov.28 Corvastni, Giuserce, Seriel Munder 10544 I/4509 S.Apr.11/30 Apr.41.

In the course of yesterday's interrogation, in thich the workers representative Harr Schmidt, acting on bahalf of the workers' chief recrementative (jabriobcobsenn) took part, the version of the incident given by the Italian, translated by the interpreter Armandi, proved to be correct. According to this, Sid tes occupied with a certain job and the to remove a serew, in order to be able to insert the siace be was working on Farther into the sachine, Corymeoni, who worked near by, were requested by Eld to set off the screw ith its lost lone cutting an wratus. Corverent thereupon book over this job, but the sorew was not completely out off, whereupon Tid, with the mid of the Indian worther for him, tried to rate Correspoil not not the serew consistaly. Jeryssoni noverently did not fully understand Rid and was, soreover, of the printing that the serse wit been removed. In the essuing quarrel, Rid attempted to take the scattlene publing americas from Corvasoni, in order to get off the gerem binself. Gervasoni, however, resisted, because, recording to his bess's instructions, he was not permitted to hand it over to knybody slaw. Rid then attemptad to take the costylene cutting apparatus by force and eventually sent so far as to slap the Italian in the foce, Germesoni, of course, became warr arcited and atruck Wis in the brok with a harmar which he hald in the other hand.

Document Japhne No. 35 Exhibit Jachne No.

Both workers realized during the interrogation and from the admonitions they received that they had done wrong. In no circumstances should hid have attacked the Italian and the Italian should not have hit hid with a harmer - even though his notion could, to a certain extent, be considered an act of self-defense. Damago was suffered, no always, by the works, because hid, being withle to work, was laid up for three works. At the suggestion of the undersigned, they have become reconciled.

Novertheless, a penalty rust be immosed, because it emmet be telerated in our works that fights are used as a means of matting disagreements. It is suggested that both be reprinteded in accordance with our works' regulations and wormed that they will be summarily discharged if they upon violate the works' regulations in the same manner.

The interpretur Beschi informed us that Gorvasoni leses approximately RM 30 - 40.- z month as a result of his trinsfor. He requested that G.'s case be reviewed, to see whether he could not be transferred to a better place, since it had been substillated

Document Joshus No. 35 Exhibit Jashus No.

that Sid had attacked him first and ho, in his first excitement, had overstopped the limits of self-defense.

Herr Schmidt, workers' representative, recommended this appliestion for approval.

signed: Signature signed: Signature

T.A. Stickstoff, inorr., ZPN
Employment Department (deplicate) for information

It is careby cartified that the above is a true and correct conv. Mureabors, 9 Mirot 1948

Dr. Hons Pribille

Document Jackne No. 35 Exhibit Jackne No.

Borr

Franz EID Seri-1 Wumber 53946

Torkahoo 3 76 through Oberinguniour Yohr

3/Ge

22 3aptomber 1941

(NS) Brawl

Your Violation of our Torks' Regulations.

It was reported to an thit you had attacked the Italian worker Gervasori without may obvious remann. Such behavior constitutes a severe violation of our works' regulations and is entirely incompatible with the spirit of commoderate which is expected from all our suplements. I hold it in your favor that the inability to make mouralif understood caused the commod between you and too Italian perfor.

I hereby express my strongest discovered of your isotoper behavior and restricted you in secondance with the provisions of our works regalities; I add the warming that you still be discharged assembly if you once core wielets our works populations in the same names.

1.0. PARENTHOUSTRIB AM INCOSSILECTART
The Fushrer of the Torks:
signed: Dr. Lautenschlager

Carbon copy to: Toricers Reprisentative Council Benloyment Department Herr Charingentour Fohr Herr Fosts.

It is hereby certified that the above is a true and correct copy. Nuremberg, 9 Which 1948

Dr. Hins Pribills Attornoy-et-Lew

Document Jeahno No. 35 Exhibit Jeahne No.

Harr Inganieur Gusai Employment Department Workers Representative Council Harr Poohn for information

9 apr.14 / 30 apr.41

Horr. Giusoppu Gorvasoni Sprinl No. 40 544

Approntice Tolding Ster through Worr Ing. Curri

in Italian translation of this letter will be handed to G.

26 September 1941

(13) Break

It has been brought to my attention that you hit the employee EID with a homeor thereop causing Bid to be laid up for three weeks. It is held in your favor that Bid absorbed you first. However, you considerable everstances your presumptive right of self-defense. In no circumstances will may finds be telerated in our works, because they constitute a grave violation of our works' regulations and do great horse to the community episit (Consinschaftaggist).

I harder express my strong at disapproved of your tehrwior, which caused in irrecoverable loss of working time and reprinted you in recordence with the provisions of our works regulations. I add the warming that you will be discharged supportly if you again violate our works' regulations in the same number.

I.G. FARRENINDUSTRIE ARTIENGESELISCH/FT
The Fughrer of the Works,
signed: Dr. Loubenschleeger

It is horeby cortified that the above is a true and correct conv. Muramberg, 9 March 1946

Dr. Hans Fribilla Attorniy-et-Law

Document Jachne No. 35 Exh. Jachne No.

Italian translation of the German letter

Signore Glasoppa G-SWASCNI 40 544

Lohrschwoissorei su Sign. Ing. Guszi

26, Sottambro 41

Mi a stata commicato che Voi con un martallo nvruste picchisto il compagno di lavoro all, il qualo in seguito i oscato dovette tralasciare il suo irvoro per ben tra sottimano.

Riconospineo ena Eid, fu il primo r picchiari oco lo moni, ma malgrado tutto questo rvata plirer santo i limiti delle Legi dello Stabilimento. - Nella nostra Fabbrica le liti sono intollarabili e la Legi sono saverissima.

Mi trove nell'obbliga di comunicar Vi che il orice abeglio che recommettoreto contre i repolementi della Pabbrica, Vi sara' data immediate liconar sonze usufruira di alcun diritto.

I.G. F.REMINDUSTRIE ATTRICESELLSCHIFT

Il Directore delle Stabilimente

firente: Prof. Leutenschlauger.

Die wortgebreue und richtige Abschrift des obigen Schriftstusckes bescheinigt:

Mineraborg, don 9. Mars 1948

Dr. Pras Pribillo Rochterwelt.

Location J thme to. 36

.........

Jering . Polent orburn) Acception Office To undecorat Thent elementation are localities, accor labour

Rerr Lifred 1.4, lers, is, 3 1.4,

Construction overhead

5 Sirch 1943

I am informat this you have been quist; on whose dishonesty towards a foreign relief worker. In view of this offence I herealth cancel your training contract in accordance that couldn't be factory with effect from tody.

Till you piceso hand in your passes an identity cards at counter No. 3 of the pay office, shore you will receive your papers.
The labor me date has agreed to your distinual.

I. G. A. POEN GREE LIVERSEELS MOT

signod; c. Lautenschlaeger

This is to coming that the above is a true and accorate copy of the original.
Numerical, former 1948.

Dr. Tem I DELLA

Document Jachne Ho. 37 35. 3. SOODA PARIT IDAMENT 15 Degreet 1942 F. 3/50r. Pers. 10. 12 593 Polymericals colution Department Coronal ar, cols is have no objection to your leaving the only and taking a princip com table effect from 15 at or any other date you may observe. Too will not be entitled by realter to take your some in day. Booked olicare epartment

51 7001: THOUSE

oriers | see tion cifica Near Aug Fer Described Repr Described Merr Jacus

This is to cortify that the above is a crue and accurate copy of the original.

Muerabors, 9 arch 1948

or. Hens Cribilla ... corney .

Booksont Joshne No. 37

I110 10.0.

14 Light 1942

Prench civilles sorber Jeen Langlois - 12553/1820.

The fact was to be there are sofficient rounds for allowing the Property of the factory in which the Property to the Language is amployed and the written agreement from the householder, because the rear the reschien had wented to bein, had been let so some body olds assimile. Coording to the report substitted by Dr. Fuens the remaining intends to take a furnished room in spite of the fact was he would have to be street off the same ration strength, so that he would have to be street off the same ration at rough, so that he would in the last matrice jet less to one. In we, fiche' midden there are sufficient rounds for allowing the Property to these a rooms he was since the second from the camp, and is to hear the formal has the property.

Tech. Co.

the billet administration department loss not object. It has therefore been suggested that we inferm our ampleyee Street erally that we have no objection to his schleating one room to the Pressumm Langleis.

si med Hirschol,

Nort Dalles

This is to curlify that the above is a back and accurate copy of the opinions.

Nucrasor 9 -ca 1916.

or. Team (stoille

Document Jackine No. 32

5. No. 636 S June 1943

Circular letter .

grafidential.

To the start and Chiefe and Detriches the Subject;
Trues from the second of the

Toronto to our communication dated if i.e., we should like to state and following in communion that the treatment of those workers:

The frame prisoners of wer on factor larve have been seconded the stores of civilize workers. From stores is exceptly the same as that of civilize foreign markers, even from the point of view of from end security police, so that they can from not on he used in alternating shifts.

The serie penetral per regulations shall apply to these prisoners on Inchest lance series apply to themed civilian various. In future I, prisoners of mer will be troubed in accordance with our tage series and with the circular latter on offseioney had shart bonuses, because in Whole of the time are social in our plant as prisoners of ser will be credited to them. Generally specific, forced, for more should not be listed as prisoners or shillow labor ("trior, Jackmorker). But what you not men that they shall not require the wages of presents, if their work warrants it, good because can therefore as transel open from the percent efficiency beaus, in order to take up for differences in these. The warrants glants are required

to smilt to as immediately provisional lines of wages for prisoners at the on factory leave.

Prisoners on Jectory Years will wear civilian elethos. For purposes of Mantification they will set "I sir civilian elething a set of La and Trench national colours. To so date some prisoners of the name hapt work/Clothes in ander Millate. In view of the fact that Lockers have now been put at their disposal in the factory, at this see to it that working closues are only norm to both.

It is plained to grant the non him: Laty, as soon as they have procured their civilian elebhos from those.

the ray old pecetive a liceve pass as inscalling eard which they till earny of the bloom.

present lies a gen be expecilled, and presents on fretery leave small or the prisoner of the states, in the same thouselves unmarked of polar privileges, especially in they feel to contave the required suggest of if they take of a mostile attitude towards."

There was to be change in the attitude of the German population towards the Transportations of the subject will remain in Lord.

Document Jacking No. 38

in a primate miner. There must be no intermination and control with the prisoners must be restricted as before to an application cinion.

stande Marsohol.

note is to curlify but the shows is a true and accurate correct our original.

145-4 9: Ben 1956.

. C. Ches Pribilla "Storney, Eccument Jachne So. 39

G.Mc. 567 14 Pct 1943

Circular Letter

to Dopartment Chiefs and Betriefsfuehrer.

Subject: Vitamin Campeign 1943/1944

From 5 Fovember 1943 until 31 March 1944 Vitamins will again be distributed in the shape of

Frierit - Draghon.

One dracks per head per day will be distributed to all members of the staff, including the foreign workers, which is to be taken in the norming preferably with a draught of water.

The Italian military intornues will receive their Vitamins in the camp through the guard detail.

Department against a proper written demand.

Siret date of lewie: 5 dovamber 1943.

PERSONNEL DEPARTMENT

signed: direchel

The true and correct copy of the above document is nerswith certified.

Nueroberg, 9 March 1948

wigned: Dr. Hans Priblila Attorney-at-Law Exh. Jachne No. 40

Marmolshoche Regional Children's Hearital
near Marmolshain in the Taunus
Heilway Station: Cremberg in Taunus
Telephone: Cremberg in Taunus No. 254
Banking Account No. 33597 of the Laniestenkatelle
(Regional Banking Office) of Reenigetein in Taunus.

Marmolahmin, 18 June 1945

To the

I.G. Perbonindustrie A.G.

Frankfort on Main - Hoechet.

In reply to your letter of 12 inst., Social Velfare Dept. Eht/Hay, we beg to inform you as follows:

The children se named hereafter:

Vintor Golowa Nina Foskal Alopsia Swetschpikewa Duschanz Gosileak Talentipa Scasworonkowa

by telephone our Chief Physician, Prov.-Obernedizinalizat Dr. Goebel, at present at the Hofnein air Force hospital. Those children were but intended to be brought to the Hosechat Infirmary, lack of roce made it impossible for them to be accommodated there.

Copy of your certificate of admission for the child Viktor Colowa has been attached hereto for your information. The certificates of admission for the other children were issued on the same ing and copies can still be submitted if desired. Any error on our part should therefore be impossible.

Document Jachne No. 40

Furthermore, enclosed please find our bills for each child for the entire period, of their stay at our hospital. Thus the following payments have to be made for:

Viktor	G		i	0	v									Rm. 326,80
Wins	P	0		2		1								79.50
Aloysia									1	k	0	*	a	# 50.40
Duschann								k						* 158
Valentine										k	0	w	8	n 155.40
	~	~	**	-		ñ	*	ň	-	-	-	ñ	0	RM 680,40

An early settlement would be appropriated by us, since as a result of the interruption of banking tusiness and postal communications we are in financial difficulties.

The bills sent to us have again been enclosed.

The Chief Payelcian

By order

signed: Signature.

(Handwritten remarks)

2.E.E. Organt.
We were formerly sivised that
admission had not been arranged
by us. Flease take necessary steps. signed: Signature.

The true and correct copy of the above document is herewith certified. Tuernberg, 9 March 1948

signed: Dr. Hans Pribills
Attorney-st-Law

Document Jackne No. 41
Exhibit Jackne No.

Unristans Delebration for the foreign workers of the Frankfurt - Houchst Flant.

Program

- 1) The Caristons portion will take place on the afternoon of Friday by Escenber, in the Ciniag-rooms of the Ritchen On 115. They begin at 14 hours.
- 2) The Itelian fell-w-workers will have their Christma deletrations in the sitting-room of the Italian camp.
- The December the beginning of lumb will be postposed for all foreign workers until 14 hours. The following arrangements have been made for meals during the nolidays:

 On Caristman Swe, Caristman Day and the day after (which is also a belify in Germany) all Fronce will take their mode in the diming-room Ch 116; also on Christman Fve the French will take their support at Ch 116. On Christman Day and the day after, support will be issued to the French, as usual at Pfaffenwisse.

 The incates of Deutsche Siche and of the Sindlingen Halls will have their nucle and support on 24 December at Ch 116. Those who usually received their food on Saturday noon at Pfaffenwisse, will have their much on 24 December at Ch 116.
- 4) The Christmes presents, cockies and sweets, intended for the foreigners will be handed out on 24 December against mess-tickets when lunch is distributed.

-2-

5) Tobacco for men over 18 - 20 digarettes, for women between 25 and 55 - 10 digarettes

and I litro of beer free of charge, will be issued on Christans
Day in the comp. The comp leafore are responsible for the
distribution. It is expected that the distribution will be
carried out in a fair way.

5) The distribution of waits blouses to women and girls will be carried out as follows:

Place of issue: occuratity-room of the wemen's comp.

For 450 Bastern women-workers

" 33 Oronte and Hesial Germans of the Sindlingon malle 50 Price.

Sistribution by Camp Lookers Karell, Kunz, Frau Bel and Frau Femeth.
In the quarters at "Doubsche Fiche" for SE Cronts, distribution by
Camp Leafer Balock.

- 7) For all Bostern workers, men and women, on 24 December in the oftermoon from 15 nours a big EdF (Strongth through Joy) show will be stored. Eifteen persons of the Borros-Feie Artists! Group will participate.
- 8) Prosents will be distributed to children of Eastern workers' families on Christmas Tay at 10 a.m., during a special festival in the sitting-room of the Eastern Workers' Comp. This festival will be enlivened by musical performances of the Eastern workers' musicines group of our DWn camp.

Document Jackne No. 41

-3-

9) Camp Leaders Marell, Badeck, Worner, and Puchs will participate in the Christmas party on 24 December. They must be present in Mitchen Ch 116 at 14 hours. Camp Loaders Lehrmann, Kunz, Estarich, and Wettereth must be on duty in the camp.

20 December 1248

Camp Administration for the Foreign Workers signature.

The true and correct copy of the above document is herewith certified. Nueraborg, 9 March 1949

migned: Dr. Hens Pribills. Attorney-at-Low

THE FELLE OF TRANSPATION

18 March 1948

Mo,

Alfrei BARL, B 306081, Anna MARTIN, NTO + 20144, Patricia F.J. WOOD, RIO + 20139, Baryl D. REJWICE, RTC + 30163, Fhyllis BAY, RTC + 36287, Julius J. WIRJER, AGO - A - 442654, Leonard J. Lawrence, RTC + 20138,

hereby certify that we are july appointed translators for the German and English languages and that the above is a true and correct translation of Joseph Book 2 Jashne.

Alfred BAPL Anne MARTIN Intricta B.V. MCCC B 308 081 F00 # 20144 F00 # 20189 F850* 1 - 6 F050* 7 -15 F850* 16 - 17, 46-49, I-II

Reryl C. RECWICE | Fhyllia BAY | December J. LAWRENCE | 200 # 20188 | 200 # 35287 | 210 # 20188 | pages 25 - 30 | pages 37 - 45

Julius J. STRULE AGO - A - 442554 pages 31 - 35 Care 6 Define

Military Pribunal No. VI Case 5

Document Book III

for

Friedrich Jachne

Submitted by Attorney-at-Law Dr. Hens Pribills

gourg

0



Table of Contents

Document Book III J a o h o a

Era. Tos Doc. No.

Document

Poge

to

Affidavit of Semior Director of Education, retired, (Oborschulrat 1.2.) Schwarzhaupt dated 11 March 1938.
Director Jacane was a number of the German Pupple's Party and continued to have intercourse with a circle of former members of the German People's Party, in which Matienal Socialish was sharply oriticised, after 1933, when this party was prohibited.

43

Director Jackno was head of the Industry Dert, of the Economic Chamber. He was appointed since industry wrood it, because he was not attached to the Party. This office comprised cembership in the Great Edwisory Council (Greasor Beirat) of the Reich Group Industry which had no deciting authority but only received reports.

Japane fill not enjoy the confidence of the Omileitor. Thus, he mrs appointed by the Roich Minister of Economics as Military Economy Londor (Webrairtechnitafachrer) in 1943 only, when this was to longer a high distinction. The heads of the Industry Departments were it dech cass appointed as Armenont Comissioner (Busatunceobrann). In the cree of Jachno, however, mi exception one rade since he was declared not to be politically reliable by the Gauleiter. During the meetings of the Industrial Doot. he frankly expressed his aversion to USDAP's principlus. He main and a min called the industrialist's attention to the accountity of a social, just and irreproachable trontment of the foreign workers. Jackne coployed with the Industry Dept. persons who were opposed to the BEDAP as I. i. former secretaries of trade unions and former numbers of the Social Denocratic Party-

0

- Affidavit of Dipl. Ing. Otto Binsler,
 dated 28 February 1948.

 Finaler was acquainted with Japane from
 1921 and was like him a bender of the Garage
 People's Party. Japane was opposed to Satisfied
 Bootalish and minimalized this attitude also
 after 1933 and frankly expressed his opinion
 above collegues.

 5 7
- 45 Affidavit of Dipl. Inc. Marl Gebhardt dated 23 February 19e8. Joshne was somerally known as a typical adherent of a liberal conception of economy. To did a cood dual of version a minet Mational Socialist. Jackno was Chief En incor of the Forcist plant and chairme of the Tichnical Committee. He was not responsible for the production of the plant. No mar unterial was manufactured in Zoodist. The products in war time more is accord with the ponce production progres for many years. Therefore, prisoners of mer cannot have been directly employed for the menufacture and transport of our outerial. The Technical Corrected and only to marrates a uniform observation of all conoral questions concerning the technical departments, The olders of the technical departments of the individual plants were independent. After the occupation Gamerdt furnished documenter: proof to two Assriance of the US Group CO APO 742 need nod for investigation that the Del inv tenns employed with the technical department were paid higher warms blue the German specialists, had better rations and percever alvanta on it have a respect (place-work, longo, otc.). 5 - 12

Affidavit of Prof. Dr. Inc. Holler
dated 5 Merch 1948.

After the occupation of Strasbour, by
Corman forces there was need of exygen. The
exygen factories in StrasbourgSchiltigholm had been evacuated. Two
nodern Corman exygen plants of the L.G. were
erected there which were left behind in a perfect, undernood state. The exygen plant in
Diedenhofen was only lessed and put into
operation. There, too, technical improvements
were corried out.

15 - 14

Affidavit of Director Mucharer dated 5 47 Maron 1948, After the cooupation of Franco the authorities requested that orygen production be started in Alenco-Correins again with all possible speed. To this end lense contracts more signed through the Stractours plants. The Linds Commo succeeded in astablishing contact with Coylone Liquide, with which it melatelood good relations, and in indusing it to record to a sale. The French Government, howaver, did not a rue to the sale. The Links Cornery - Intor on acquired the plant of Dayrono Inquite from the Chief of Civil Administration. It had no doubt that it would later on come to at a research with the French society on appoint of their good business relations.

The I.O. and the Linds Designed did not nake profit from setting the exp on plants in lience and Lorraine coing but only in the interest of the countries of Alence and Lorraine was production started again, considerable investments and and finally lost. The production was not sent to Commany, but remained in Alence and Lorraine. 15 - 19

Affidavit of Dr. Ha onboocker dated
10 March 1948. Heepenboocker in his
capacity as independent manager of
the Offenbach plant had heard of a
boiler which was on sale at Folk and
purchased it at full price. There
was no reason for informing Prof.
Laufenschlaeger or Director Jachno
of this purchase sinc. it was an
insignificant object.

19 -21

Affidavit of Dr. Fordinand Pensel of
10 March 1948. Dr. Pensel had the
amount of expenditures of the Hoschet
plant for forei n workers ascertained
by the Social Department of Hoschet.
According to this, every individual
worker cost the plant during the years
from 1942 until 1944 BM 2,877.10 a
year in addition to wass.

22 - 23

March 19:5. The first American commander of Emechat, Major Endian, handed to the head of the feedin or maintain for foreign persons in Poschat - de Vries - a certificate of recognition of his abilities and achievements, a copy of which is attached.

21 - 26

Affidavit of Albert de Trice dated 10
March 1948, with 4 names of 16 December 1942
and 3 May 1943 attached, showing the high
quality of the foreign persons food in
Ecochet.

27 - 31

Affilevit of Diol It. Kurn Risss dated 4 March 1348. Jad to always showed an attitude which free kly and unnistakably rejunted Estional Socialism. The training of workers in the occupied territories aimed at giving the foreign workers from if charge a thorough vocational trading and at essential them as specialists of Cornery. The schools were established at .le I.G. 'a expenses, The people went a grand on a voluntary beris and were will full way as during the switch period. In mards the and of the war it happened that participants in the achoolis dit not in so Corvery according to their contracts but di appeared in order to cluis amployment in Germana

32 - 35

53 Affidavit of Sini, Fag. Einster inted
28 February 1948, with an illustrated
report on the foundation and the
development of train reduced arrand
attached. The report shows the
reluntariness of the purils and the
form of instruction.

35 - 40

Affidavit of Dipl. In., Earl Gobbardt Cated & March 1948,
The employment of loaned nothers continued to be an unentire etory make shift despite all niverties of antagement caver resolved to have those who dil not came brak from leave madehet by the SS.

41 - 43

55

Affiderit of Dipl. Inc. Alexander Die end dated 2 March 1948. Grieshoim-Autoged one a machine and smature plant which nemufactured all implements for colding technics and for the use of compressed gases for technical purposes. Apart from a test order before June 1940 as direct our unberiel was menufactured. The plant one only in 1945 classified as an amoreout factory and this would by no normal have been justified by applying the standards of 1939, Is the Automos plant the French prisoners of war more currently supervised by an officer of the Armed Forces as to mietier the employment of the prisoners of war was in accordance with the provisions of the Gonumn Convention. 100 - 46

Affidavit of Frof. Dr. Inc. mabil Hormon Holler dated 5 March 1948.

Prof. Holler was formerly the hand of the Grisshelm Automot plant. The plant maintrined also during war its peace production from the Of course, the Armod Forces associated for their maintenance shops and the like policing and cutting implements just as they areful mails, herrors and wood, and was sumplied with then accordingly by the plant. The deliveries to the Armou Forces, however, only amounted to a small percentage of the total sales.

67 - 46

Affilarit of Engineer Josef Engineer Beat detel B Japuary 1918.

Ens is the head of the personnel office in the Econet dysetuils blant. The porking fours of the foreign workers more the same as those of the Garanas, between 53 and 56 hours a mock. Part of the foreign workers were paid better made that Garana workers, & for 12 to 14 years old children were upon demand of their parents employed for work. They were employed for clanus, of bicycles. Older women were employed for mark in keeping with their nee. The comes for foreign workers were not fenced in with barbed wire.

The foreign purkers from the Tast comlayed in Ecochat care by wirthe of special load sorker contracts which were concluded with the forei a loss worker firms, In compulsion was ever exercised on these firms. The forein markers were continuously paid by those firms. The representatives of these firms stayed currently in Garany and one d for their markers, One never and the impression that these yers consulater workers, Ine positively knows that at large part of these lorned workers for ornioval for penre vita the looking firms he combers of the rd wint stadie The Tol ing do I pay come to the plant : 22 June 1943 he m staff nember of the Collins disetruction firm to Tit, Anthorny Els poyroll and index car are still there. He marked as a carposter and had a good profussional elementi ention. By to the late of the mithirment he worked on an avere o 8.5 house per working they. In milition to his wages he made 699.69 Rf for place work, and moreover he received a bonus in 1974. During the mode period of his applement he worked but 8 suchays to the plant. He was absect without leave on 27 meridan days. Ic had 5 days sick leave, During this short period he one reportedly on lange in his antive country, alto staur 39 porking Mayo, and so always returned voluntarily.

- B

- Affidavit of Engineer Josef Mueller 28 deted 6 January 1948; Mueller supervised the carpenter workshop is which to Graya was employed. The latter ons frequently absent without leave, nothing was, however, done about this. The work was not injurious to health. De Bruyn never complained of bad food, but working conditions, or bad accommodation.
 - Affidavit of Dr. Adolf Caldus dated 9 59 March 1948, The medical attendance of the foreign morkers one just as irreproachable and perfect as one that of the Gorians, Eds was also confirmed by the first American commender, Neder Endigan. Two Gurung physicians, a Ru sina formie physician na a Freach physician provided for good treatment. The dra s which the foreign portors were fiven in Enochet were better than those of the divilians outside the pinet. At least 60 to 76 forei n morbure pure exemined and attended every day. Of 7382 foreign workers who passed through the Heachet plant to the course of the years, the sick bay ands up loder pards for 6086 forei a workers, which proves that 5055 foret to workers came to the sick bay for trunkimont, Do Drays himself one now feror then 20 tips it the sick bay. In dost oness because of nore or loss light mickeness, for the last time in Merch 1946 because of warte, That provou that by on punes he forred the treatment. The rations were sufficient and better than those of the Germans who were not housed to onton. Do Braya's weight on 17 March 1944 was

only 1.2 kg lows: than on the day on which he deme to the pleat. There is no amplemation for hi weighing 10 less at him discharge as A. alloged-The markehops in the Inschot plant more irren to chable as retards hydione and certain's not proj dicial to health.

Bussian prisoners of the never worked in the Hoodist plat . The excest aller for in tales workers was irrepresent the as reports hydiene.
Dr. Baldus in his capacit, as physician nover found that the folder of the port boaten me, bi - 64

Afficavit of Dr. Afold Dat 'ne inted 9 Horota 1948. In order to form a 3 " ment on the 60 dont : rate of the foreign a riors, Dr. Galdus dent is one still below the de to rate in the Gor an Ecicli for the junts of .931 until 1936. 65 - 60

Afficarit.

I. Withelm Schwarzhaugt, born on 1 Cotober 1871 in Schlauchtern, and Semior Municipal Director of admention, retired (Maristrats-Chorsebalarit) and live in Frankfurt on Main - schorahelm, Hooliberratrasse 19/1. I have been duly warned that I will remder myself liable to punishment if I give a false affidavit, I certify on outh that my statement represents the truth and are made for the purpose of being submitted in evidence to Military Informal VI (Case VI) in the American Palace of Justice.

I have known Biruster James for a fairly long time, since he, like ayesif, belonged to the German Poccie's farty, Leter 1988 the German Poccie's farty, Leter 1988 the German Poccie's Party was beneat. Director James and myself belonged to a group of former members of the German Poppis's Party and not for political discussions were after 1988. The perport of these discussions was nevers critisian of the idials y and notheds of National Assistion. Director James tack part in this severe criticism. His reserve to it composite that he was without reservetion a convinced occasion of factional Socialism. Remover, car motions were observed, a tout we frequently had to charge our place of meetics.

mi mode filledle somershaupt

The proceding signature of dilbely Schmurshoupt, expected aufore me, Helmon Sisemblestter, is hereby certified and mitrosped by so.

Frankfurt on Yain, 11 arch 1908.

signed: Subject = isomblector (Holmut sisomblector) assistant Defense Counsel tefero allitary Tribunal VI in Suember:

I cortify that this is a true and correct copy of the above doour est:

Dr. Ders Pribillo attorney at less.

affidatit,

I, Dr. Rudolf do le Roi, Archberg/Taumus, Quaitastr. 5, German eititen, have been duly varned that I will render myself liable to punishment if I give a false affidavit.

I declare on onth that my statement represents the truth, is made volunts-ily and without coercion and was made for the purpose of being submitted in evidence to Military Pribunal No. VI in the Sucrubers relace of Justice, Germany.

From my own knowledge of the events I can state the following about Director Jawhne in my outcoity as Business Manager of the former Industrial Section of the sound of Trade and Industry for the Rhipo-Main seconds area, or accommo Board for Hease.

Director Jacks are need of the industrial Section of the Board of Trade and Industry, or Sconceric Search, His predecessor in the management of the Industrial Section, Dr. Busomann of the firm Deutsche Gold- and Silberscheidenstalt, had already selected him as his successor. Dr. Busomann did not belong to the ESDAF and in agreement with the greater part of industry considered it of the greatest importance that the direction of industry by the Industrial Section should be kept free from early influence and be conducted according to become in principles. Therefore, Director June's appointment as head of the Industrial Section was not made at the suggestion of the ISDAF but at the suggestion of industry, which had confidence in Director Jacks. In spite of his nominal amburship in the MSDAF

The Industrial Section of the economic Sound was not bound by Party ties.
The Industrial Section of the economic Sound was at the same time the district representative of the National Group Industry, Gong sequently, the head of the Industrial Section as a part of his duties was automated a producted a member of the Senior advisory Council was not an executive organ of the National Group which parried out measures independently, but a group of industrialists and managers who were morely called together from time to the to be given reports on the Bernewick situation.

The following facts seek that as a result of his strictly objective and business-like conduct of affairs in the Industrial Section Director Jackne did not have the confidence of the ISDLF, but on the contrary was regarded with the preduct claiment:

1.) Director Jackso was not appointed filitary encoury Londor until 1943, that is not until a time show numerous Betritefushers of many plants, some of which were fairly unimportant, and already been appointed in the district of the Board of Trade and Industry.

The appointment was not made until it could no longer be avoided; it therefore could not be regarded as a distinction conferred on Director decime.

The appointment was made by the Reich minister of -demonios at the .
instigation of the State Section Office (not by an armount
accompy), because the I.F. Farbenindustrie was not handled as
an armount enterprise, but

DOCUMENT BOOK 3 JASENE Doc. No. 43

- 3 -

was under the Reich Minister of Jamouries as a war enterprise of with importance.

- 2.) when the Spoor armsent binistry assigned armsent supervisors in the former Gau districts of the USDAP an arrangement was made by the control authorities by which the given head of the industrial Section was to be appointed armsent Supervisor.

 This order was carried out in almost all former Equidistricts, in contrast to this, in the BSDAP Gau of Hosse Director Nachne as head of the Industrial Section and not appointed argument Supervisor because the Gauleiter declared that he was not reliable in matters of facts politics. The Gau second advisor of the RSDAP, Parcetor Avient, was assigned as Armsmont Supervisor in his place.
- 3.) In spite of his position as head of the Industrial Section Director Jackne, who deliberately avoided visits to all Farty offices and Farty affairs, did not receive any personal invitaations to meetings which were held by the Gauleiter or the Gauleiter's office of the Möllaf and to which as a rule important individuals in seconds life were also invited.

as head of the Industrial Section Director Jackne observed democratic, principles in commettee with all affairs given by the Section; participation in the meetings was not rescricted to members of the NSDAF, Every participant could express his opinion frankly and criticise actions of the NSDAF, Director Jackne himself was not afraid to express his disapproval of the principles of the NSDAF with complete frankness and with grant personal courage;

- 4 -

this become especially clear in questions of labor allocation, since he constantly called the automation of the outborities as well as the industrialists thousalous to the accessity of treating the foreign workers in an examplery and socially just number.

In accordance with the same attitude toward the NSDAF Director Jacome complayed persons in the Industrial Section who had a hostile attitude toward the NSDAF, for example, former labor union secretaries and former numbers of the Secial Descenatio party.

Director Jamine undertook to be personally responsible that they should be umployed without being investigated by the MSDAP.

Arenburg/Inunes, 5 much 1948.

eignud: Dr. Rudelf do lo Rei (Dr. Rudelf do lo Rei)

Rogistry 221/48

Gurtification: The preceding signature, recognised by no as that of Dr. Audolf do le Rei, residing in Kromberg/Taunus, Suntastr. S. was executed on 6 March 1948 before me, Dr. Fritz Hertuns, notary, in Frankfurt on Main, which is hareby cortified and witnessed by me.

(Stamp) Frankfurt on Main, 6 March 1948.

signed: Dr. Fritz Mortons Notary

I cortify that this is a true and corruct copy of the above document, Nuernburg, 10 Errsh 1948,

Dr. Home Pribilla Attorney at law.

Ligitevit

I, Otto Carl Legislan I is a lerg, born on 26 June 1887 in Vernantian, Releatine, residing at 73 G.zl hampfor. Streams in Legislaner-Tayerwork, have been buly warned that I will conder agent liable to publishent if I give a false affiliavit. I declare in lieu of oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal (I, (Ase VI) at the Poisce of Testine in Nueraberg, Contany.

I have known Director Januar since 1921 from Leverknown and Inter I as also in close contest with him as a member of the Toke. I make the following acatement with regard to his attitude towards Untional cocialism:

has been engined in activities of the Terma Locale's Firty which was the party select foreign indicated the contains belongs to. Since about 1927 no was even the chairman of the local almost towards becomes of the Corta locale's lart. I myself also beloned to this party to that time and we migrephent discussions about political questions. In only on the basis of this political attitude, he was apposed to the ideologies of Intional Socialist. It am just by accident that, while in the spring of 1933 I has attained in Hoschet for I longer period, we see adjuster during the days non-sholf Hitler came into power. At that time he has decidedly opposed to Notional Socialism and was groutly concerned about Germany's future.

He has retained this attitude unaltered even later on and, in a group of more intimate colleagues, he openly and very clearly voiced his opinion. Even furing the war years has he retained his healthy scepticism towards the Third Roich. I have never seen him Faring the costumery party insignia.

Leverhusen--archaert , 28 February 1948

signed: Otto Sintler -

the person and itting the above afficurit.

signed: Dr. Hugo Souremm Attorney and Weforme Counsel

Certified true copy.
Nueraberg , 9 11 rob 1948

Figned: Dr. Hans Prititian Attorney,

Mumber 46, Document Register for 1948

Hind Dopy

Done

at Hoerter on 23rd of February

1948

Defore us, the undersigned Noteries

Oskar Schneidereit,

Ingolf Scherling

of Hoerter,

Graduate Enigneer Larl C o b h a r d t , Ecozter, Brenkhauer Strasse 5,

who is known to us in person, appeared this day. The deponent has been duly worned that he will render himself liable to punishment for giving a false officevit. There-upon the deponent declared in lieu of outh that his subsequent statement is true and was more in order to us submitted as evidence to the fillitery Tribunal VI (dese VI) at the Falses of Justice in Euernberg.

Tarroupon the deponent inde the following statement:

1.) I have known Grad. Ingineer Jaenne since 1929, at that time he was senior engineer in the Leverkusen plant. Herr Jaehne, during the time I worked with him, was known as the typical representative of a liberal economic view of the old school. Along the leading personalities of the I.S. whom I know more intimately, he was second to none in reputiting the methods of intional Socialism and from the very beginning he voiced dire marnings. Even caring the tiret successful years of or he has tampened the optimism, rising as a result of the successes, in an exceptionally older realization of the final outcome. There was no doubt for all of us the had constantly worked together with him that the Paral permitted Herr Jealize to retain his position only, because one approof tod his great human qualities and his technical achievements, although his opposition to the Party was certainly not unlike m.

2.) Morr Violine was a member of the Torstend in the Hosekat plant, as the Professor Br. Lautenachlooger. He was the Chief-Ingineer of the Resellst plant and from this position ori inclus his title "Chofingeniour" and not, as may be assumed, from his acitivity as chaimmen of the I.G. Technical Committee, it the time Herr Jachna on dicironn of the Technical Condittee his predecessor in Locchet clroudy and . this title title theringenieur, a design tion which in the other plants of the I.C. was, as a rule, not _iven to the chief of the technical deportment. It appears to me important to mention this fact since from the counts of the indications excurpts of thich have become known to me, I believe it possible to infer that the indictment is charging Horr Jachn also us alleged "Cheringenieur" of the I.G. As Chief-ungineer of the Hoschst plant he was in charge of the entire technic department of the plant for which he alone was responsible.

For the graduation of the plant, however, he was not responsible.

5.) In this connection is should be mentioned that the Hoochst plant did not produce direct var material of any importance. The products constactured at Hosehst during the ser were in accordance with the pages programme of long years, though, with a shift in the volume of preduction. As many other staff members of the plant, I was ef the opinion that we exed it to this fact that the plant was now subjected to a sprious air attack.

For this reason alone, the charge that prisoners of war were used directly in the production and transportation of war material, cannot possibly be maintained. Apart from that, Reschat practically never employed prisoners of ear in the technical department.

4.) with regard to Vashme's position as chairman of the Tochnical Commission (Take), I testify as follows:

The only task of the Toke was to secure a co-ordination in the treatment of all the general questions in the field of engineering technical, organisation, and personnel, as far as they concerned technical departments. The heads of the technical departments of the individual plants, in particular those of the leading plants of the various Sparter, were independent and subordinate to the Verstand of the plant in question, and not to Herr Jachne, as the chair new of the Toke, Jachne had no other influence upon the projects of the plants which were set up before and during the war, then that the epinion of the Toke was listened to when certain technical question the projects were dealt with. But no influence whatsoever was exercised on the construction, the production, the location and the expansion of these plants

by the Teles is such or by Herr Jackne as chairmen, Took sich at 16's were set up by the chiefs of the Sparten and, or their delegated for special tasks of that kind, which performed the tasks imposed in full independence.

spart from some expansions in the pharmacoutical field, the Broghet plant and thoroby were Jachno did not participate in these her projects.

- 5.) The employment of prisoners of wir in the Hosenst plant was insignifiant, In the Technical Department proponeeruntly free solgien labor was used for the mintenance and expansion of the manufacturing plants, which had been recruited by Belgian industrialists and assigned to us on the basis of contracts buts on the fires. The ordinations of those Belgian auxiliary workers did not exceed a quarter of a year, they were light to be record or terminated on a voluntary basis.
- 6.) Then, in the last days of Lay, 1945, regulations were mide by the USA assences on the occasion of the suggestant of later with regard to the terms applicable to formune and to foreigness, it was insisted upon Germans being organed on the most unfavorable terms, foreigness on the most favorable once. They assumed that during the mar the practice had been just the reverse is an thou in a position to prove to it.

 Col. Baker and the continuous from the Universe UC. NO YES, appointed by him for the examination of that question, by showing them the documents and contents of conferences with the Labor creater, that the Relgion labor groups, who were then proponderantly employed in the toolships department, received higher more rates than the German shilled workers, as well as better food rations, and

- 5 -

and been on the whole in many respects in a better position (piece work rates, lears, its.) Those seriors were, in some cases, allowed to live in private epartments, we had no influence upon the regruitment of the Russian and Ucrainian civilian morkers, who were employed in the plant spart from those belgians. But the treatment of these sivilian workers too was correct in every respect, accommedation in the nuts was good and a far-reaching organization of leisure-time, theatres, concerts, etc., provided for.

The record was shown to the mitness, approved by him and

The record was shown to the mitness, approved by him and signed by his own hand, as follows:

(signod:) Karl Gobhardt

(signud:) Ingolf dehorling

Computation of first

1. fee (Sect. 29 I, Rotch for rog.) 32,- RM

2. turnoyur-tax

(1

Total 82.08 RM.

The Metarys (stymods) Scherling

This is a second copy of the affidavit made for diploma-engineer Karl Cotherdt, Houston, Bronkhautserstrasse 5.

Heixtor, 27 February 1948.

(signud:) Ingolf Schurling, notar

(5:01)

Cartified true copy! Nurambers, 10 March 1948.

Dr. Homs Fribillo

Affiduit.

I, Professor Dr. Ing. Habil. Hermann Holler, born on 21
Suptomber 1896 at Weissenburg, residing at Prankfurt-Aulu, west 13,
Frauenlebstrasse 45, having been warned that I should render typeoff
liable to punishment by giving a false affidavit, declare in live outh that my statement is the truth and has been able in order to be
submitted as an evidence to the Hiltory Tribunal VI (Otse VI) in the

I am in a position to make the following statements as to the expens plants in elsequelorraine during the war.

After the competion of Stransburg there was a decand for expergreat quantities. In: V-reinigto Squerstoftworks in Berlin, which
sold the words expering production of the 1.7., supplied also the
Stransburg region as such as possible. In also conly the expering at Bulhouse had been preserved. On the other hand, the clants of
the Air Liquide and of the Expering taken away to France. In
the apty factory promises of the Air Liquide 2 modern expens plants
from the 1.6. were set up according to up-to-date points of views,
a total capacity of 200 cubic meters p. hr. By this the value of
this plant had considerably increased. The machines are completely
undamaged and were left behind in the plant, Thus, the former
camers did not have any demans, but rather only advantages.

341

- 2 -

In the plant of the Carpone Liquy to the "Genellsghaft fuer Linde's "Increasing the Company for Linde's retrigerators) established a bottl' station for liquid quety, whe. This lient of the Caypone Liquida was included in those token over by the I.S. in the sales contracts of the I.S. only for the reason, at t only one contracting party might appear outwardly. The real puritable was the Genellshift for Linde's -ismachiner.

The organ plant of Medemoufen was only isseed and taken into operation, technical improversals were corried out.

Dr. It . bermenn Holler)

No. 318 of the document roll ; or 1948.

The fore-going, sig-sture of Professo or, Ing. Surmann Heller, Frankfurt on ... Franchische betrause 45, noim (ledged in my presence, is in remith cortified.

Frankfurt in Join, 5 Mirch 1946.

(migrati) soldemonn, Potary

(Senl)

Valua RM 3,000,-

Free sect, 59 RO EX 9.turnever tax RA -.12

(signads) |oidomna,Notary |

Cortified true copy! Turemberg, 11 Jaran 1948.

> Dr. Home Pribilla attornoy-at-low.

Affidavita

I, I. The classes, Director, Daniel-Solla, Possesbackerstr. 7, was at first dally warned that I make specif liable to punishment by remitries a false affidavit. I declare in lies of gat. that my atalogout is true and was made to be presented in evidence before the "Hilliary Tribunal VI (Case 6) at the Palace of Justice, Musraber.

I am a mamber of the Verstand of the Genellectaff foor Lindols Manage inen Roellriogelskrouth.

Experies the conject plants in Alence-Lorentee during the mer I con say the following:

There were too expens plants to Strassbour. One colleged to the It Air Liquids, Paris, the other to the Orygens Liquids. The Inter has founded by the "Flue of, a Swise company, which utilized should be atout of the Gorman "Hoylandt Gesellschaft". The company Limbs habit avested neavely in the "Haylandt Gesellschaft". Therefore close business relations exists between the Cympa Liquids and my company Limbs.

In order to detirate the exygen plants in Distance on, Bodia and [Lambedours] and Strambours as fast as possible, the authorities In July 1940 contracted by may of the Vereiniste Sampretoffworks the I.G. and up company limits and obligated us to set up installations smoodily in the Strambours plants and also to put into operation the plants in Distance and Redinton.

-2-

In order to establish a clear situation leasu-mereaments had to be conelasted early in 1941, main contained the right of promption. The company limbs has exercised this privilege of promption for the elast of the Crypone Liquide.

First the company succeeded to enter into resotintions with the One see Limite over Switzerland with the aim of buying the plant of the Cargons Liquids in Strassbours. For both caygour plants it Strassbourg and be a syncusted, The richings and been brought into the interior of France so that only the buildings more left. Also the owner - not acctylar@bottles had been removed for the met part. Sefore both plants could be put in operation, therefore, not listalistions had to be build in and oxygen - roup, geotyler bottler procured. Except for the real datate and the buildings the feeter; instell tions below of to us resp. the I.G., Therefore we wished to acquare the real counts to other with the buildings from the Omega Liquido, At a noutire in Tourich on 26 November 1960 removed could be removed regarding price and other conditions, 9/15 of the holding of the Oxygono Liquido were in the hands of Sides. and Mortinghard-bolis, among others of Baron von Dietrick, the later was owned at from Alence as an energy of the people. The German administration, the Chief of the Civil Administration one in principle in a respect with the purchase. However difficulties arose, when on the part of Girmans the transmission of the purchase price was demanded through clearing channels, with maich the Fromen Government Historicata Finally the purchase appointions become illusory, since the possessions were conficented and the Chief of the Civil Administration

DOCUMENT No. 47

-3-

on 7.1. 1944 sold the estate (Inveses) in Strassbourg - Sphilti heir together migh the steel besties of 7.5. it was to my commany. We had no doubt that at account of our good business relations with the Company Liquids on would note to an agreement with her.

Moition we may the I.G. did have any adventage from the texts over of the Expense plants in Strassbourg - Schillighting.

The production in the plants Schillingin and Dielechofon served only to maintain industry in Alance-Lorraine. He expert to German was intended and now took place. Seen as a shole the following picture possibled: Noither the I.G. nor we profited by taking over the operation of the expert plants, we noted morely in the interest of the paratry of Alance-Lorraine. We note installitious much many modern than the old case and best. We procured any and out more bottles. By that we considerably resent the value of the plants, We did not see tract anything from the country. On the other hand we lost the madernal by the content of Alance-Lorraine, expectably not by the factories, but some one in the party of Alance-Lorraine, expectally not by the factories, but some part limits.

The score by the p.G. and the on part limits.

al modt R. Rucharor

Boot Bo . In. 15: 1 200, 2011 25. 1551

Tob yor. 39 4.— RM 2rm 0.12 3 Tobal 6.12 EM

> signed Rippler Notary Public

I, herowith, certify the authenticity of the above

DOCUMENT BOOK III JAMENE DOCUMENT No. 47

+ 4 +

signature executed before on by Herr Director Rudolf Wacherer Davincer in Munich-Solla, Posseenbacherstrasse 7, who is personally known to ma:

Bunich, 5 March 1948

(Steep)

The Bothry Public

signed: Dr. Hippler (Justice Heinrich Hippler)

The true and correct copy of above document is certified. Muoraburg, 16 March 1948

Dr. Egne Pribilla A ttorney at Law

Afridavit.

I, Alfred 5 a + d = 0 0 0 0 0 k o r, Dr. phil. nat. p Offenbeck/Dain, Dimotetr. 18, was inly various that I make myself limits to produce the residence a false affiliant. I declare in line of oath that are statement is true and was make to be presented in enthance before the Philosoft Finance, Decrebery.

During the war I was the director of the plant Offenback/Nair of the E.G. Turbon.

1.) Shortly after Folish compaign I board that a boiler was for sale In the Foly-factory, which would be suitable as part of ou or originated plant, which I wanted to install in Officiand. it that time, that is shortly after the Foliab compaign, I bound tile boller. A for pasts core clasic, nevertheless the arice, ne for me I brow, was paid, which the bailer as a table on Tataly now rould by my cost. Siego this was a rolatively minor object I attraced to A portages to this purcife, I do not receive over to have late that Berr Brof. Lautonschlagger or Merr Director, Wrohad of this purchase. There was no reason for doing on, Jar I was nt independent works tenner. Besites this one a timer object to not a uniter of menter importance. Theorethy a dredit request one unio interes for the minis plant. Senever it was not custo may for these credit applications to report on the ore in of the inventory bou ht. Busides this credit application occurred after the purchase, so that the purchase is so may could have boot carceled.

DOCUMENT N . 48

-2-

Desides the bailer arrived only in 1984. Due to the war events it was not justelled, but remained a packed, then was confiscated and returned to the Foruta.

2.) I sem Director Jackse frequently during executive modition, in while
the current technical and scientific problems were put to debate. I
pridipated in these executive meetings for years. No political
or military events mere discussed during those meetings, Only
one pontagens, who in the meantime died, tried once in a stille to take
etatements of a political character, whoreby he used phrases
altractoristic of cartein Nazi-circles. These very rare
accordingly sharp, increasing mere turned aside by
contractingly sharp, increasingly on one heat religible the montional
particular and on the other left no doubt about the
re-listic attitude of Eura Jéane towards National-Socialism and
its ovil cubstonties.

Schoolfing /Sadat, 10 March 1948

signed: Dr. Alfred Engarcoccitor

- 3 -

Cortification of elemature.

Dr. inil. nat. "If not importance of shr/Biden, Industriestress 15 former), of Differbuch/min, personally acquainted to me, has today personally amounted his signature in my preserve on the new may page. hereof, publicly certified as authentic.

Schopfhuin/Sadon, 10 Murch 1948. (the tenth of March minute-schundredfourthysight)

Buden setary Office I Schopfhein

Justiarat signed: signature as Setary
Bubberstaup: Saint Setary Office
Schopfhein/Secuntal.

3 Court fee steres per 30 10.per 20 2.per 20 1.-

0

Cost account:

Value 20,000 Am Reigh For regulation Section 39 and 15.--

Receipt Do. 6077 Share of Fas 6.28 a

Schopfhelm, 10 march 1945.

BY THOSE STANDS

migned: signiture

True and correct copy of the above decument dertified:

Musenborg, 12 March 1946.

stroney

affid: wit.

I. Mr. Fordinand if a m s e 1, born 25 December 1894 at Hulmbach, residing at Frankfurt/sain - Hosehst, Bruemingstrasse 67, have been warned that I should make myself liable to punisheart by giving a false affidavit. I declare in lieu of an eath that my state and is true and that it was made in order to serve as evidence before the Bilitary Tribunal VI (Case VI) at the Falace of Justice in Huernberg. I am the head of the Secial solface Department of the Varbuerks Hosehst. In my department I had a statement cade of the expenditure the plant of Hosehst incorred in addition to the wages for each foreign laborar and each year from 1942 to 1944. These facts I have compiled in the explosed list dated 18 January 1948 and affirming that it was made according to the best of my knowledge and belief I attach it as mealesure to this affidavit.

Signod: Dr. Fordinand Ponevi The above at matery by Dr. Fordinand Fensel, executed before me, Helmut disorbinattor, is nereby cortified and attested by my. Frankfurt/Acin-Houghst, 10 worch 1948.

> signed: Relaut Placeblacetor (Halaut Placeblacetor) Derapso Counsel Assistant at the Williary Tribunal VI in Harabers.

True and correct copy of the above document cortified: Numbers, 12 March 1948.

Dr. dans Fribilla

Firesoria Respection U.S. Edministration Frankfurt (Math)-Heachst Peoist Holfard Department

13 January 1948

Ros Expenditures of the plant Sepaket for foreign laborers.

Dunbur	of.	omployed persons
S STATE	-	ATTACANT PATROTTE

				Total
ferois laborers in the year	1962	1943	1944	1942-1914
	2,514	77.50	5219	
		NT NA	N Seat	

Additional expanditure by 550 plact for each foreign laborar and years

for billoting and disinfecting station	21 300	357.80	357,10	1014.90
			A	1000 mm

b) for fooding 52 373,50 405,80 415,25 1191.55 c) for travelling ex- E2 177,40 287,65 2*5,40 670,65

o) for travelling on- Ed 177,10 pages to the plant, furlough travelling expenses, for the return journey, separation allowance, ciething, cultural page, interpreture, compade administration etc.

0

E4849.90 1029.45 997.75 2877.10

Frue and correct, copy of the above document cortified: Nucraburg, 12 Jorch 1968

Dr. Ems Primila

Affidavit.

I, Albert de Vries, born on 8 September 1898 at Colyno, residing Frankfurt/-him-Reschet, Automiterstrasse 22, have been warned that I should make myself liable to punishment by giving a false official I declare in life of an oath, that mystatement is true and that it was made in order to serve as evidence before the filliary Tribunal VI (Case VI) at the Falses of Justice in Muormberg. During the mar I was Chief of the commissary organization at the I.S. plant Receipt which provided food for the foreign workers. After the accupation I supplied the se-cilled displaced-persons with food in the hitches of the I.S. Flant Receipt. The American Cofficer in charge, it that time Captain Andigan, gave us a testimonial in appreciation of the work done by me, of which I enclose copy in the enclosure to this artidavit.

Signod: Albert de Vrice
The above signature of albert de Vrice, executed bufore no Solmut
signature, is hereby cortified and attested.
Frankfurt/Anin-Houghet, 10 March 1948.

signed: Holmut disomblactor (Holmut disomblactor)

Defense Counsel Assistant at the Military Tribumal VI in Muurnl

True and correct copy of the above document is hereby certified. Numeriburg, 12 March 1948.

signed: Dr. Hans Pribilla Attornoy

To whom It May Opnours.

I write these limes in appropriation of the conscientions and loyal service rendered to the Mispladed Forsons Section of this Military-Moverment Detachment by er. Albert de Vries of Houchst, Boginning on soril 1, 1945 and continuing until lugust 16, 1945, ir, Do Vries operated the kitchen within the linits of the I.S. Fareen plant in Houchet from miles all the displaced carsons billutted in the Reschat area sere fed, Purine the conthof April, May and Jume he administered and directed the staff which fid 15,000 persons pur day. In July the numbers were studdily reduced and in August the samps in the Southat area were tormingted se the displaced persons noved to their bomelands, I found ir, do Vrice to be countious and considerate to all persons commeted with the program, whether of cilitary status or assents the displaced persons, He and his staff often morard long hours that persons would bu for propur food and in the prescribed quantities. I believe him to be thoroughly honest and spright in his dualings pertinent to hir work I im conscious of no disactisfaction having over buon expressor imil d with his monagement of the facilities and personnel plac at his disposal, H. undertook the funding activities at a time when we are serely pressed for qualified and experienced personnel to foud large numbers of displaced persons of all nationalities, de has a ro rd of aplendid performance with U. R. Tom 26 in the howehat a. Propert indications are that area has been solved and the program there discentinued, In justice to the legalty and dewotion to dury which ir. do Vrive has always shown to my and associates in the Displaced Fersons Fregran in Frankfurt I write these lines of appreciation and recommendation.

(rubborstam, signature)

27 August 1945.

(-)

H.F. Radigan Captain-Spec Ros-AUS Displaced Persons Off. Mil. Gov. Detach. 5 8 DOCUMENT HOOK & JAMES Poo. No. SC

True and correct copy of the above document certified. Subraberg, 18 warch 1948,

Dr. Aus Pricilla

Affilmit._

I, Albert de V r i e s, born 8 Sontember 1899 in Colorne,
residing at Frankfurt-Main-Hoodhet, Antoniteratrasse 22, des
been willy market that I should renter myself limble to punishment
by delivering a false affiliavit. I declare in live of onth text
my attenuant corresponds to the truth and was made to be
submitted as evidence to Military Critical VI (Onse VI) at the
Prince of Justice, Nearnberg.

During the one I was manager of the commissary or animation of the I.G. Works Ecocoat which was in charge of the feeding of the foreign vertices.

I succe ist in finding some names which show the carp feeding in the foreign sorkers camps during the same period. Attended to this miffilarit I emplose a shotostat of the original name of 16.

December 1942 covering the Christman period from 20 to 26 December 1942, in midition I enclose attached to this affidavit 3 more names covering the period from 9 to 15 May 1943, and that symmatoly for the Italian name, the French mess, and the prisoner—of—not mess, I resure that they are original messe, and the prisoner—of—not mess, I resure that they are original messes which were in no may altered by mes.

signod: Albort to Vrios

The above signeture of Albert de Vries, executed before no, Helmit Risorbinester, is hereby certified and attested by no.

Frankfurt/Main, 10 March 1948

aighed: Eolmut Eiseublacttor
Defense Counsel Assistant
at Military Tribural VI,
Nuoraberg

Certified true copy of the above document. Nugrabers, 13 March 1948

> Dr. Hans Pribilla Attorney at Law

DOCUMENT BOOK III JARRETE DOCUMENT No. 51

Hese Establishments Frankfurt/Hein-Hoechst, 15.12.42

Comp I with a Foreign Forward

Hown for the Ported from 20 December 42 to 26 December 42.

Dry 1. brunkfact 2.	breakinst brond	lunch	ar toa.
Ei coffee bevernes 150 g suchr 62,5 g butter	45 g smmange 600	ronst pork Brussols sprouts	विकास कर्र संबद्धि क्रिक्ट
		potatoss in their Jacksts	potatoos
Mo moffee beverage	45 g sausoge 700	boiled boof,	dalibage
Ho coffee bavernes	an P. sense(Se. Law	horeuradish, culo-slaw, potatoss	sous with
#IBBARESER			
50 g margarino	62,5 g abossa —	red cabbags, potatoes in their jackets	entrocke entrocke entrocke

No coffie beverage 175 g magninda	45 c enganço 700	fried neat lonf nixed cabbaro potatoes in thei jackets	thick needle r soup
			неееве
The coffee befores 63,5 g botter	46 g squares -	roset venl sever cabbago potatoes in their jacksts	etomod meat promised mothers
Fr coffee bevernou	45 г. папань 700	carrote and cabbage potatoes in their jackets	patted beef

En coffee beverage	45 g sausago —	boiled pork with smierkraut and mashed potaties	with cappage
27	0 g 2700 g	23^ g	
Subject to shange!	sign	od: Signature	
This schedule to be	returned to the C	The Management at	the one of

This schedule to be returned to the Carb Management at the out of the meak.

Certified true copyl

signed; Dr. Hens Pribills Attorney at Lau

Nuorsberg, 13 March 1948

DOCUMENT NO. 51

- 3 -

I. 9. Hoechst

Frankfurt (Shiu)-Docoha! 3 May 1965

Owns Fo inc	Italian Ma	984	-4
Bill of Thre io	r the Period of 9 May to	15 lby 1943	
Day lat broakf	nat 2nd brunkfast Erok	d lunch	surpor
Si coffee	62,5 g butter 1000 46 g sensego 225 g super	named pointees lattuce select	of mint
No corfee	45 c secuence 500	boiled beaf rel boots potatoes in their inches 43 /	tourto soup
To coffee	65 r separate 500	nized emblace with patrious in their jackets	
We coffee	62,5 g dhowed 50 g derperina	ronal boof with re enables and potetous in their includes	A satmonl noup
The coffee	45 g sense o 1000 175 g serveledo	ines with mastroom named pointons gruen tourious 46 c	s mondle setup od M polikom
Fr coffee	45 g smishpe	Ger on posterio a lettuce a led potatous in their jackets	nacearoui
Sa ceffee	45 g smisnes 500	squerkraut with bacon potatoes in their jackets 45 g	interportable

	270 €	230 €	
Deblant to all	mal		

Subject to changes!

signed: De Vries

Certified true copyl Eneraber, 13 March 1948

signed: Dr. Hans Pritilla - 29 -

DOCUMENT DOOK III JARRES DOCUMENT No. 51

44 4

I.G. Hoachst Camp Mass Administration

Frankfurt/Hein-Hoochst, 3 May 1943

Gamp Fooding	From	oh Hoas			
Sill of Face for t	he Period of 9)	Cay to	15 May 1943	-	
Day lat broakingt	2nd bronkinst	brond	lunch:	curper	
Su coffee	63,5 g butter 150 g sugar	500	fried pork same lattuce soled boiled potetoes staned rembers 100 g	Inanthonia guon	
No coffee	45 g amisaro	1000	boiled beef apicy gramy potatou stem green tematous 40 g	potnto sc	
Tu poffus	50 g nariariu 45 g manago		spinneh with on tounto sauce maked pointous	mahroom	
				60755	
We coffee	45 g sthango 175 g marrialad		stowed ment with story string beans, news potatocs	and the more did	
			45 6		
In coffor	45 g samenge 62,5 g butter		fried nest lond with gravy, red bests, masked pointess 45 g	pon soup cooked with	
Fr coffod	45 g smusego	500	Correct pencelso tounto squee ppinach, potatos in their jackets	choose cale	
Sa coffee	45 g amusego		roest beaf in vincent sauco, potato dumplicas stemed fruita 45 5	orem of whent soup with chibage	
******	225 €		275 g	*****	
Subject to changes!		signed: Do Vries			

an -

Cortified true copy,

Musmbers, 13 March 1048

signed: Br. Hans Pribilla Attorney at Law

DOCUMENT BOOK III JAHRES DOCUMENT No. 51

- 5 -

I.G. Hosenst Camp Moss Administration

Frankfart/Main-Hoschst, 3 May 1543

Once Feeding	Prisoners :	of War		
Jill of Tare fo	r tan Pariod of 9 i	ing to	15 May 1943	
Day ist brocker	nst 2ml brenkinst	broad	lunch	pupper
Su doffia	100 g sugar 50 g sausaus 50 g dargario	se	fried park common with grays, saini boild potation stowed rimbart 50 g	ontron1
INCHES NAT				
No ostávy	35 c estuança	500	colled boof with splay grafy stanci patatoon pro toratoon ad d	potato soup

The coffee	50 g margarina 62,5 g chaoso		epiacol with terrior school regulat potatous	nich minkroom- squee, pickled depertor
	+			
To coffee	35 g secso e 175 g correlado		model pointers	tomato some with resolide
Treation				
The coffee	35 c sausa o 50 c nar arine		fried ment 1985 wit grays, and books, meshed potention 40 g	
Fr coffco	35 g sanange 5	500		ರೂಪಿಶಿಗ್ದಾರಿ ಕಂಟ್ರಾ
So coffee	35 д вишенде б	600	Eanst busf with vinceur squas, potato implines 40 g	erorm of wheat soup
	180 g		 170 €	
Subject to change Certified true of	es.		i: De Vries	
Buornborg, 13 You		signed	t Dr. Hens Pribille Attorney at Law	

Attorney at Law

offidavit,

I, Johann Burt H 1 a s s, born on B Dovember 1897 in Ablebels-hofen, residing in Loverkuson-Dayers rk, Carl Rumpf branco 5, have been duly surned that I randor symplificable to punishment by delivering up a false officiavit and I certify on onth that my statement is in conformity with the truth and was made to be submitted as evidence to Military Tribunal VI (Case VI) in the False of Justice Musrobers,

I have known Director d'Ene for about 20 years, Formerly he was my senter agineur. Later I was along with him in the engineering Committee as technical director of a fr.

During this period, I came to know Director Jatto as a new who always prospect the top migus and accolopment of free economic life. In his expectty as everyone of the anthomorphy Committee, no was obliged on various occasions to discuss with as measures ordered by the Third swick, In doing so, Director Johns always displayed an attitude which as accommission was in contradistinction to his shole nature and attitude. In his epinions on measures of the Commission at that that he was very frank, so that outsides could not have been paralited to hear this wise-point.

-2-

Director diline was averse to training of workers in occupied countries. It entitled so each expense that it was only decided in favour of very reluctantly. On the other hand, it was necessary to it is a younger goveration of artisans since just our best ercleans had been drefted for military service. Besides, the Se shell set had taken necessaries which were against our wishes. It has, had foreigners engaged here and there and distributed without feesideration, so that in most eases we could cortainly not use the people offered by the Sauckel and as artisans for technical reason the other hand, there were very many of these people, too, who had only come to Germany unwillingly, due to force of circumstance and worked correspondingly unwillingly.

I mysolf experienced training of workers in the Agfa schools.

The air as to guarantee foreign workers a thorough technical training from of cost and then to employ these skilled workers in Surmany. The schools were expected entirely at our cost with the co-operation of recognised contractors in the soundry concurred.

The rooms, tools, social accommodation, mashing and bathing facilities, living rooms etc. were provided at our expense. Machines, tools, appliances etc. had, for the most part, to be brought from Garmany since they were not to be had at all in the country concerned Feeple employed in the Agfa schools were our trade mark, the Agfa rhembus, on the chest of the work jacket.

DOCATE BOOK & TWEE

The people were recruited on a voluntary basis. They provide and second during the training, besides, feeding and some to in as for an acceptable, we a result of this training with us, the people escaped commention for occapilary service by the authorities.

After the anneal period are over, the pupils are assigned to plants the material period are over, the pupils are assigned to plants then not been indicated to them beforehend, after being manipulat, purt of the area are paid out directly in the home country to the families, while the remaining as left to the workers in terminal edges and resumeration are resorbledly higher than shot Grant willied surkers received. The people got least, farticularly the workers took very great reverse of this large case of the section on these leaves the could still deal in goods, too, actually it has not received to eached the authorities retroly since otherwise passes for transport ore not to be had.

In the schools, training was in the house of 3 room notices together with I to 2 nears denote country concurred. Do foreign nature sout at fixed intervals, also at our expense, to Girmany. There they distinct their non just the the norder contractors whose sorkers the former public remained.

If complaints are made that people distance and from the schools than that indicates the following, Some people took advantage of the training possibility in the schools in their none country to escape conscription for empulsory service in Surmany, New Warm. the school period was at as and and tray acre to go - Terminy, they simply did not do so, but disappeared, perhaps to m once norm through a similar training in another place and, in this way, got out

- 4 -

of work in Gormany for as long as possible. These cases increased considerably especially towards the end of the war.

Lowerkusen-Sayarwork & March 1945.

signed: Kurt Riess (Murt Riess).

Signed before me by Herr Johann Kurt Rices as the person who delivered up the above affidavit.

signod: Dr. Hugo Schrum (Dr. Hugo Schrum)

Attornoy and Dofonso Counsel,

Curtified true copy of above: Cournburg, 9 Larch 1948.

Dr. Homs Pribilla.

Affidamit.

I, Otto Carl Horsonn D in s 1 or, born on 26 June 1887 in Jerusalum (Falestine) residing in Leverkusen-Sayerwork, Carl-Rough-Strasse 78, have been duly warned that I render nysolf liable to punishment by delivering up a false affidavit. I assert on path is that my statement/in conformity with the truth and was male to be submitted as evidence to dilitary Tribunal VI (Case VI) in the Falses of Justice Scormborg.

As head of the engineering departments of the North Group Bioderrhein of the former I.G. Forbenindustric Artismpssollschaft, I assert om eath that the attached report concerning establishment and development of artism schools abroad, which is marked by me, an original report of Hauptgruppe (Main Froup) III.

Loverkuson-Sayornork 28 Pob. 1948.

eigned: Otto Ainslor (Otto Ainslor).

Signed before me by Hour Otto Carl Rormann singler of the person who delivered up the above affidavit.

signed: Dr. Hugo Schram. (Dr. Hugo Schram). Attorney and Defense Comment

Certified true copy of above document.

Murnberg, 9 March,

Dr. Hons Pribilla.

Copy (:xcerpts)

THE PURPOSE A CONTRACT OF TRACT SCHOOL IN LOCATED AND ADDRESS OF THE PROPERTY.

II. Accepted for transferring to seasons to leader gount. There the set have been big to the on this point. Our reasons note as follows:

- 1) It was much anator to make a collection on the spot because, through pursued contact with the Plant-potentiary for the for Inver Albertion and the outployment of loss, the best suited persons were soon referred to us.
- 2.) It is element to select atmosphic and for us it meant, in comparison with a selection ithin to any, a saving or an inche to the labor. Thus, a selection was inche from 502 mplicates for our first toward for meaning (lemosphi) in Commencer, at which 32 mean were crosses. This was an exception. Theory class, the folic in should be observed:

(

or even employed in Germany, mould have been bre rood for even employed in Germany, mould have been bre rood for enemy propagation (that foreign orders had been lured to Germany under folias protenses), and or the very least would have made difficulties for our future recruiting.

Total enrollment in the three schools in Coponhagen, Antwerp and Paris to date has been: 212 persons = 100%

Document Book 3 Jackne Doc.Mr. 53

These figures speak for our contention,

Sale Use of foreign aperators.

In treation of may we use foreign operators in such schools to always trought up. Tout are our reasons:

- 5.1 Recruitment to conside because the foreign worker, who have been intimidated by every propagands, still motrusts to Device operator.
- ******

- P. elding schools on hand of in process of development.
- I. cling school in ant exp.

Taken over on 10 Jan. 1943.

- A large launity establishment was rebuilt. Floor plen in enclosure 11, photographs in enclosure 12, Supecity 19 we
- 1) Ucastruction and installation costs:
- e) Construction 75. 4,970.-
- o) In tall tions ' 16,630.-
- c) Hiscellaneous 4,800.-

Total: #1 26,400.-

Costs were paid by Til Fabrik Jolfen, The firm Lwannet & Francois, Lother, Broote Markt 40, is the seministrator.

2) Durrent empenses are paid by the I.G. They everage, for 19 man per month :

Ces Oxygen E1 210,-Implies E1 1,143,-FII 1,143,-FII 115;-Other expenses P- 2,650,-

3. | Tages per run.

The trained receives 6,75 Belgian Transp - Ht 0,54 per hour, from which the legal assuntions are made. Payment in weekly.

4. | Componention for operators,

The operator receives R. 1,56 our trained per hour.

In return he takes ever the duties connected with

install tion and expansion, administration, the

payment of value, providing currently moded supplies,

the recruiting in collaboration with the Plenipotenti

General for labor Allocation, and the pressfer to

Payment.

5.) Transfir to Got any (18 Jan. 1943 until 15 Tay 1943).

marchief for achooling, total 55 persons = 100%

dismissed Carina Schooling 3 pointons = 5% examined and sent to Germany 35 persons = 61% in school: at present 20 persons = 34%

Chert in onclosure 13.

Document Book 3 Jeeks a
Doc.lir. 53

olren, 19 May 1943 Lo.

signed signature

Certified true copy of the above document.

Muernberg, 12 March 1948

signed: Dr. Hens Pribills attorney

Accident

I, Tarl Gebhardt, Biplom Ing., born 19 Oct. 1392 at Hoexter, living at Hoexter on the Yeser, Branchaeuser. attraces 5, have been informed that I expose mostly to punishment if I make a false statement in lieu of oath, I occlare in lieu of oath that my statement is true and has made to be presented as evidence before the Military Triumal Court VI (Case VI) at the Paleoe of Justice, Marmberg.

In the minutes of the secting of the technical supervisors in the Twinger on 34 Jen. 1944 (Prosecution Exhibit 1963), at which I has present, according to the roll cull, it tars, as I have seen abdult

Gobh rdt inform as that the subcontracting films in Belging recruit worker again as of 1 Febr. 1944, which it is soped will lead to an increased use of foreignors. At our instigation the St. 111 take measures against foreignors the de not return from furloughs.

To these two sentences I have the following to say:

1.1 The only influence we exercised on the recruiting of
labor by the Bellin subcontracting firms was in making
it possible for those firms, through our orders, to offer
good pay and good look to new workers. In spite of all these
privileges in comparison ith Gorson workers, and in spite
of extra pay as an incentive for a better purformance,
the use of these firms reasined but a poor substitute,
because workmanship and know-how were usually lacking.

But of necessity and in eccordance with our instructions We imi to fall doll on the use of these workers since others were not available. Only in this way can the first sentence quoted from the recom be understood, 2.) Liembers of the Technical Section occasionally made business trips, primarily to place orders with the Bellian and French occupanies, After returning from such a trip to Belgium or Forthern France, the man concorned would iche a report on the measures that Gorman a proice intended to take against foreign workers who were unwilling to tork or who broke their contracts, by statument at the supervisor's meeting and r disec whom could only refer to this report. The second sentence in the record does not sean that the Anyorvisors decided to report all slaulers and nonreturnees, so that the SS could proceed scainst them, it only means that I reported to the supervisor's mouting that the 68 would proceed thinst non-returness in case to report the non-returness.

I do not know that we over reported a non-resummer. There was no court for such interference on our part in the affairs of the Bolgian and French subcontracting lines. because they thouselves were exceedingly interested in replacing workers and left and to, for our jort, when not interested in retaining workers who advisously did not wish to work.

I never learned of any measures in this connection that respect from the Hospital plant and could have led to a plant the foreign workers, or or any decision of the plant management in this respect.

Ecoxter m.C. Waer, & Larch 1948

signed: Karl Gebourdt

The signature executed before me on the reverse side today of Diplom In enlour Kerl Gebhardt, Hounton, combinedisorstranse 5, the is personally known to me, is herewish certified by me.

Doc, register No. 50,1948

Courtor, 4 March 1945

(stamp) slock: Insolf conurling Notery

Costa:

0

Value: 78: 10,000

Too, section 31 I.O Di 5;00 Turnever tex 13- -.24

10. 8.24

The noticy: migned: Schorling
True certified copy of the above document.
Harmberg, 10 Larch 1946

Dr. Hans Privilla

Document Pook 3 Jackne Dur. No. 55, Exhibit No:

I, Diplom Ing. Ligarrier / 1 e p a L d , Born 27 July 1833 at Pulce, Pulce County, living in Mronberg, Teunus, Eurgerstrasse 27, have been informed that I expense myself to punishment if I make a felse statement in lieu of oath that my tables ent is true and two unle to be presented before the Pulce of Sustine in Nueroberg as evidence.

Griecheli-Auto or twe e machine and ermature plant that made all equipment accommany for welding and for use with cas used under resture. Autogen ald not produce war supplied Only from Nov. 1 39 until June 1940 dis . .: togga fill a test order for 100,000 tracer bullet filler units, which was not followed by a subsequent order, however. The Prenon prisoners of wer did not come to the plant until the fall of 1940, therefore they lere never used to produce those tracer bullet filler walte. Aside from this one test erder, the wer cine production did not differ from the peace time production. The plant twingsment, especially dorr direktor Jelico, Tougat for a long the a cinet having the plant placed in the enterory of a rement plant. This sleep no remed at a , very late of be, so for as I know not uncel 1943, The decisive rances for this were better mehides and supplies.

-44-

If the standards of 1939 had been applied to the manufacturing progress, this classification as an argument plant could never have been justified.

A small part of the production was destined for the Sarmache. This included a locking valve mechanism for hydrogen bettles thick were used for hir raid protection, in particular for balloon berrages. Outside of this, welding equipment the delivered to engineer depots, bucause the correct, of course, needed welding equipment for its building projects just the same as it heeded been re, rails, lumber etc.

.bout 80 so 85 of the total value of production went, even during the war, to industry and the trede.

In Auto on only french prisoners of her here employed one belonged he a procint work group which was constantly inspected by an efficer of the chrometh to see that the use of the prisoners of her emplied with the provisions of the Geneva Convention.

Kronberg, Taunus, 2 March 1948

signod: Alexandor logand

No. 106 of the Assument register for 1948

The above signature of Horr Dipl. Ing. lemnader logand, living in Eronberg/Taunus, Burgerstrasse 27, is herewith officially cortified.

Frenkfurs an Phin, 2 Parch 1948

signed: Dr. Remort Notary

Costs:

Velue: 74. 3,000,-

For acc.sect.144,25,39 RKO Rt. 4:-Turnover tex 101 -,12

Notery

TERREPUE

Certified true copy of above document.

Numeroberg, S March 1948 Dr. Hone Pribilia Attornay

Doguest BOOK & JAERSE Dog. No. 56

effidavit,

I, Iralessor Dr. Ing. habil Formum Holler, born on Elst September 1805 in this satisfactory, residing in Frankfurt/Lin West 13, Frauenlobet 45, was duly warned that I make myself liable to punishment by randaring a false affidavit. I declare in Hau of both that my statement is true and was made to be presented in evidence before the Willitary Tribunal VI (Case VI) at the Falses of Justice, Europe

I was formerly the director of the plant Grivehein/Autogen. The plant during the war remained true to its passetime manufacture of motogetime, and outting tools. To my knowledge this manufacture was not counted many war manufacture, Secausa welding- and outting tools are needed all over the sorld just as note, secome and soldering. Of course the armed forces too for their repair parks, shops, etc.

nowed welding- and outting tools, just as much as notes, harmore and wood, Sewayer the deliveries to the armed forces amounted only to a small fraction of the total turnover.

In the plant stopen French prisoners of war and sestworkers were explosed. I had not directly to do with taking ours of them; newsour I may may that I never heard of any adverse trustment of foreign workers.

Trackfurt/Main, the

Signed: Holler (Dr. Ing. Moranan Holler) - 2 -

No. 330 of the Dog. Sell of 1948.

The above signature of Frafessor Dr. Ing. Hermann Heller, Frankfurt/4-Frankfurt/Abin, 45, recognized by me, is, herewith, certified. Frankfurt/Abin, 5th surch 1948.

(Starp)

Signed: Suidemann Fottry Fublic

Value E. 7,000.--Fer For. ED E. 6,12

Signed: loidsmann Motory Public

The true and correct copy of above document is certified, Luaraburg, 11th March 1948.

Dr. Sms Priblia

Fridayit.

I, Josef was, born on 25 March 1884 at Slaville/Shein, residing Frankfurt/Shin-Schwanhelm, Slanksubsinerate, 46, was dulywarmed the I make myself liable to punishment by rendering a false affidivit. I declare in lieu of oath that my statement is true and was made to be presented in evidence before the Silitary Tribenal VI (Case VI) at the Falses of Justice Normberg.

I was and still am Director of the Parsonnel Office at the I.G. plant Hoschet. The workinghours of fereign workers were the same as those of the Surmans, "orking hours were between 53 and 56 hours per week,

Inrugard to wages the foreign workers were better off than the Terman workers, Since the foreign workers being unacoustomed to the more could not produce at the normal rate, they were given better place mark rates. The German workers many times complained about the

Afow 18 - to 10 year old children were upon request of their Russian parents called in for work, in order that they might receive better neurishment, since as children they naturally received less than adults. Out this was only half-day work and of a kind suitable children's abilities. They were used to clean bisycles. The other children were given school instruction in their own language by a Sussian teccher.

These were children of Hussian families that arrived here together and also remained living together. For the very small children there was also a Mindergarten here well furnished.

It is not known to me that we had somen at work more than 50 years of ago, of two somen of Hussian mationality indeed looked very much work out. It is possible that they could have been taken for more than 60 years of ago. They were used for work fitting to their ago, namely for elemning in the camps and office buildings, purhaps also for kitchen work, which was much in demand with the woman.

The camps of the forsion workers were not surrounded by barbod wire , but by ordinary funces like any other civilian estate.

The fereign workers coming from the vest came on the basis of contracts of the I.S. plant Hosehab with the individual companies of the respective nationality, which in these sentracts provided to make available a contain number of workers, the foreign workers then continued to be paid by these companies, all companies had employees with us who were keeping the accounts for them. We kind of secretion was exerted upon these companies. The representatives of these companies were in Germany all the time and also cared for the workers after placing them, we never had the impression that these people had been forced to some here or had be not consided somewhere, Rather I know positively that at least some of those foreign workers had been for years original workers of these firms.

The Solvien do Bruyn came to the plant on 22 June 1945 as un employee of the construction firm Do witt, Antwerpen, I still found his payroll and personnol files. I have ascortained that he worked as a compensor at the plant and was remed as an expert oras man, Sila hourly wages were 90 pronting per hour besides a dully -llowance of RM 1.50, We to the time of his separation on 14 . arch 1945 (altogether 527 workdays) ho worked 3923 hours in 456 workdays, that is on the average 6.50 hrs per workday. In addition to his we as he remained during this time 594,59 R4 as piece work remmeration and at the and of the year 19% a bonus of All 20 .-During the time of his employment he worked only on 8 Sundays. absent without excuse for 27 workdays, For 5 days he But he was was slok, He was home in his country on vacation several times, together to werkings and cleans returned voluntarily. Frankfurt/Jain - Eouchst, 8th January 1918.

almoda Josef Sus

The above signature of Josef our executed before me, Telmut bismblestter, is hereeith certified and attested.

Frackfurt/Scin-Houghst, 6th January 1948.

0

Signed: Helmut Sisemblastter Duronse Councel Assistant at to Military Tribunal VI, Buorabar-

The true and correct depy of above document is cortified, humrnberg, 7th March 1968.

Dr. done Fribilla attorney at Law.

Affidavit.

I, Jasof Bilhelm M u s 1 1 s r born on 8 July 89 in Frankfurt milirosidin in Frankfurt a.M., Abstalets. 2, here been duly marmed
that I render myself liable to punishment by delivering up a false
efficient. I assert on oath that my statement is in conformity with the
truth and was made to be submitted as ovidence to Military
Tribunal VI (Case VI) in the Balace of Justice, Eugenborg, Gurnay.

In head of the wood-work shops in the I.G. Work Hoechet. Among others the correctors department the 38 is which do Bruyn worked was under me. No had to do the same work as the Sermens. At the start, he worked with his follow-countrymen, later, together with Germans/ On the whole, I was satisfied with his work, even if , like most of the other foreigners, he did not exert himself to the full and did not work as much as the Germans. He often stanyed away, too, without being excused. Dut we now accustomed to that in the case of the other foreigners, too, and did nothing about it.

Torking hours were stractly the same as for the Cornate.

His work cannot have been unhealthy since he did the same work as the German, some of muon but been doing that already for name years oftheat any ith-effects. It is out of the question that he was physically religiously at work.

No power commissed about bod food, but working conditions, and bad accommodation, as far as I heard. It is correct that he was sent to Thombedon for a time, I ownware.

-2-

to did not wish to live in Wiesbaden but went took to Hoods.

sech day Ithou h the train journey was very telitous and inconvenient, This indicates that he was botter pleased with food wil living conditions in Hoochet than in Wiessales.

Fr about on Main Hoochet, 6 January 1948

signed: Josef Maslior Signeture (News)

Modern signature of Josef Wilhelm Musller executed before no Malmut Eisemblastter is hereby contified and attacted by no. Frankfurt on Main-Eosephst, 5 January 1948

Signature (Erro)

Assistant Defense Councel at
Military Tribunal in
Nucrology

Cortified true copy of above document.

Dr. Ente Pritille

Affidavit,

I, Dr. Molf H a 1 d u s, born on 34 October 1884, residing in

Frankfurt/Main-Hoechet, Eduardsweg 26, have been duly warped that

I rouler myself liable to punishment by delimering up a

falso affidavit. I assert on oath that my atatement is in

proformity with the truth and was made to be submitted as

ovidence to Military Tribunal VI (Daso VI) in the Palace of

Justice, Muserberg.

Since 1921, I have been works! doctor of the Farbenwerke of Hoschet.

As reparts Document WI 11613, Prosecution Exh. 1367,

Affidavit de Smyn submitted to no. I doclare the following:

1. Modical attention.

During the per, the foreign purkers of the Houchet works used the same uniting rooms as the Cormen porkers in the event of illness and more also examined in the same surprise. They had at their disposal, just as the latter, a disposary which was percently recognized as first-class with its laboratories, an X-ray department, hydrotherapoutic and electrotherapoutic installation as well as a Sender room and a message department. This disposary was used by the foreigness to a greater extent than by the German workers.

How good the sick-bay was is best proved by the fact that after the out of the part it was secured by the sact that after the unitiary and dividies personnel.

The care of the fereigners was in the hand of two Garman dectors and a German lady dector sugmented later by a Rissian lady dector for the Russians, and in 1966, a French dector for the French and Delgians, Hours of consultation were divided up, of course, according to nationalities and hours of the day, however the consultation

DOCUMENT DOCK IN JAHREN DOCUMENT No. 59

+2-

hours could not generally be adhered to accurately since sorida, hours' had to be token into consideration, And so it happened that the foreigners were sixting in the writing room at the same time as dormen workers and were also examined at the same time in the marger:

Zumminetion was carried out in a thoroughly proper way.

Thorogentic treatment was ordered on a nore than adequate scale and applied.

The first incricen personalent of the foreigness camp Major Randigma, on the occasion of a newting, confirmed, without being named, the fact that, according to what he had ascertained, the transment as well as the therapy in the case of the foreign workers are extremely proper.

I'm resortion of the extense Bruyn that injured workers get no attention is likewise groups It was seen to that, it redintely nitor may accident, forci m we well as Garran workers could undergo modical treatment. Every time a dector was called for, it minter as in surser, day and might, one was on the spot to no to see the posticuta. The injured if they were still well to work hed fixed appointments for change of drossings and had the drossings done drily if possible after work so that the workers could go to their living quarters and dining soon with closes bandagos. If people foll ill and could not go to the dispensary, they word visited by the doctor in the mate. If necessary, they were sort to the hospital but of the Enrhousis Houghst or to the Hoochat hospital. I mysolf wont to the catp which was 10 minutes many with an assistant to see Empire patients who, on different consides, owns to Hoochst with leg ulpers, and dressed than there so as to save then the journey to the dispensary. When French prisoners of mar fell ill with dysectoric bomel catarrh I visited

- 3 -

then twice a fer in their case even though they were not described in . If treatment in the living quarters was not possible, the refeate responsibility to the dispensary in an embalance, expended there and placed in the hospital. To redicte was spared that could serve to preserve the bookin and life of the foreign servers.

Byen remains which, for our reasons, could only be establed for the civilian population in the chamists shops for certain illusions, a A on a doctor's certificate and even then not always, as, for instance, compoles, the morks note available to us in the case of other illusions to make too, contrary to difficial instructions. I am in a continue to make more ordered and used which the doctor could never have included in cutside for Germans in the free of health instructed on account of the cost. Therefore, the foreign re in the morks of plants.

If the retness de Jram alleges further that it one forbible to be sick for this would have cost once life and asserts that the former feature refused the foreign early a necess to the dispensaries then this assertion is contradicted marrly by the last that doily at least 60 to 70 and nore foreign workers were at the dispensary and mere exemined and treated there.

Desides, if a morker, and that has for a foreigner too, foll ill and ment to the surgery as index card was made out for him where entries were made for later illnesses. This sick card-index is still kept. Because of this card-index I have been able to draw up the following list concerning the number of camp immatus and the member of card-index cards aske out.

Nationality	Number of Foreigners:	Sunder of foreigners frequenting the infirmary on account of sick		
200	Men and Women:	Men:	"onen:	

Relgians	1628	1375	(altogether	
Sulgarians	14	*		
Danes	252	150		
Frechase	1430	1265		
Greeks	1	141		
Durich	303	269		
Iranians	1	(4)	1174	
Italians	1177	901		
Croatz	363	98		
Lithuariass	165	134		
Poles	194	202		
Rumanians	1	-		
Runtiann	1714	038		
Slovako	1	4		
Spaniards	7	-		
Stateless	- 25	-		
Creche	8	- (see Orosta)		
Sugarians	1	-		
	7522	4912	1174	
		Total: 6086		

To these statistics I must add the remark, that only the number of index eards can be ascertained. Such one of these particulations on the whole frequented the infirmary repeatedly. The number of treatments and adments would therefore amount to many times that number. But these figures show already that admission to the infirmaries was never blocked to foreigners and that they absolutely did not fear to be treated, but liked to go there.

The untwittfulness of the statement by the mitness de graym is proved.

The untruthfulness of the statement by the witness de bruyn is proved incontestably, in addition, by his own behaviour. I was still able to

find his index card.

A photostatic copy of this index pard is added to this affidavit as an exclosure. The witness de Druyn has, according to this card, visited th infirmary not less than transfy times from 22 June 1943 to 7 Murch 1946, and usually an account of minor ailments, to be treated there, without counting the visite to change bandages etc. He would certainly not have done so if the treatment had been bad or even a danger to his life.

In regard to the type of allments of Surr de Bruyn and his treatment I would like to add the following factor

While undergoing transment for lumbage with hot air and massage trust_ ments he informed us on 27 January 1964 that he was billetted together with a domrade suffering from an inflammation of the throat, How well we arried for the physical welfare of the foreigners is descenter that by the rest that we made an immediate threat-smear on him for a hacturiological examination. On 2 February 1966 do Grayn Pai us a visit again, this time for an infected tooth, upper jow laft, fourth tooth. He was immediately sunt to the dentist for expert treatment, just as a short time later, on 15 March 1944, on account of abother tooth. On 2 Documber 1964 he came to us suffering from an inflation of the trucken. Hight away he received high grade medicin. namely Arasival, to loosen the eaturn and Dikodid-tablets to onse the coughing irritation. Now it is quite interesting to know, that he was at the time not working at our plant but at the Fire Walle at. Sighrion, staying may from work there only in order to visit the physician at Ageonat. His four of the physicians at Hosehst seems to have been not very expossive therefore, for otherwise he would have, if mything, visited a doctor at . Merrich. Our far reaching welfare is furthermore testified to by the fact, that he at the time was requested to appear insedictely for an X-ray Examination of his lungs as soon as he worked at the Houchet plant again.

- 6 -

On 9 James he came to us an account of warts. The Garman physicien transferred him to a specialist for skin discusses for treatments with high frequency currents. Finally, on 7 worth 1945, or a time when everywhing was upper already and aspecially the foreigners and different worries, he/came to the frameh physician put for the treatment of three worts. If the mitness de Brown at that time visited the physician on account of such minor complaints, then he certainly had no four to be tracted.

2.) Food.

The food of the foreigners was sufficient. It compared favorably to the food of terman workers who were billetted in one a, and was therefore superior to the food of the German not billetted in cause. The cost and fut rations were for in excess of what the civilian population receives coundars. Vegetables and potatoes were supplied by the plant itself through purchasing and planting, attention was paid by the plant that each one really received his dos. Fourishant at the latinary was also such, that complaints were never voiced.

Furthermore, I made a list, at the time, of the Austian at he's swight when they joined our cump, which was one, in a with their weight later on. On almost all Russians, and especially the younger once, we were able to ascertain an increase in weight. The children, especially the girls, looked well and the picture of health.

The neight of the non-Bussian foreign workers was not community shooked, each foreign worker's weight was only checked at the time of his first examination when he joined the comp.

and again later on, in case of illness, if the symptoms of the illness gate cabes for this. Therefore it was also possible with a large number of other foreign workers to ascertain the charge in their seight. a frequent coourrence of reduction in weight due to impufficient food would therefore have come to my immiledge. This was not the case, Also from this the conclusion rust be reached that the food was good, How in regard to the weight of the witness do druyn nimself, the follow last is to be mentioned: On 26 June 1943, abon he joined the plant, he spighed 59,8 lile, so was last weighed on a visit to the imirmary on 17 Auron 1944 and atighed at the time 58,5 Kilo, Sia toight was not checked after this date because the sumptons of his later illness gave no sause for a reduction in weight, The alleged large reduction in weight down to 48 hile ourt thorefore have occurred after that wine, and exercit to explained, because in the provious nine menths only the exceptionally insignificant reduction of 1,2 Mile could be noted which busides, might consitute one of the usual temporary variations in weight. Food conditions had also not become worse in may actic sable munir. The alleged reduction in weight later on is therefore obviously due to other electrications, possibly to a transh digging detail erdored by Serom nuthorities in the last stage of the war, on which it plant had no influence.

3.) The type of work,

Do Fraya had to carry out ourguster and onbinet maker's work in the different shops of the lower factory. The applicate establishments of these shops are first class, Only the amiliar and nothyline blue-plants are shops where mentally sorker's examinations are prescribed. In these plants the Sygienic establishments were

- B -

out, in my result, only have been working in these shops for a short length of time and for a transitory period. Enough nothing popular desired besides, just like the German workers, their additional milk ration and were subjected to a monthly examination if they worked in these shop. Unaracteristic symptoms of discuss happened to people employed in these shops after 1914 only in case an accident occurred in the shop. In the entire plant there were no whealthy or hydronically objectionable? Occupational diseases have never been contracted by our workers and joined our staff after 1914 and who, in part, had thought norked many for decades, if a plant accident did not cause my account incident.

Function prisoners of our have mover been employed at the housest plant, but at one time I or 2 transports of legionaires arrived, that is formen soldiers of Austian nationality. Concerned were mostly non-whose log or arm had been emputated, but whose waterds had healed up a look time as . They were employed on way jobs decording to their distability.

4.) Billoting.

The billate of the foreign scripes may have minded by mobjectionable. Concerned ours buts, which on the whole had been built during the war with a shallow substructure and lavators a with receing odd and warm water. Now was taken to change the street in the street mattraces with a cough, that in trunks, elething and blankets, worst- was taken into such huts, due to the energy of inhabitants, is mourstaceable. Two star-examined disinfecting units were especially employed to delease and disinfect the rooms in an expert manner as seen as various are reported to the camp management, will

- 9 -

new arrivals were de-loused in a large de-lousing establishment built of stone, before they were billeted. The castern workers were de-loused for a second time two weeks after their arrival.

5.) Tranthiert.

as a physician I have now r been able to ascertain that for signers were mistreated in the plant or camp. We foreigner over reported anything of that kind or showed the secresponding injuries to me.

Frankfurt/Main - Ecochet, 9 Auroh 1948.

signed: Dr. Adolf Baldus (Dr. Adolf Baldus)

The above signature by Dr. Adolf Baldus excepted before so helmst disemblactur, is hereby cartified and attested.

Prankfurt/Sain-Rosehst, 9 wareh 1968.

> signed: Select Pisonblastter (Select Pisonblastter)

Defense Counsel Assistant at the Military Friburni VI at Neernberg

True and sorrest copy of the above document is hereby certified,

signed: Dr. Jans Fribilla

DOCUMENT BOOK III JAB 38 DOCUMENT For 59

- 10 -

Solginss		I.G. Hoschet, infirmary 1942/25		
Liet Deme Date of Wirth	The second secon	Residence		Plant
			220	
de Eruya 3 Detober 191s	Jan 22 June 43	Zellabein	Carpe St. 2	steralos. S
Data	Dimenosis	aprenda.	Borner	es.
32 3 Tuly 43	not onds of	on of both books f toom, Riverol-Danders t for north		
5 g Jul- 43		s on the right upper- a ii, Pantocain, fit for		
33 34 July 43	Furnicle of	n left slån af tack, il rk.	on-Irila	
36c 26 July 48		info polm sermod, nt. (comes by slifting	rapa).	concerting
27 7615 43	work, Sonl	or's certificate. Unfit in Plieters on richt h at dandage.	for ends	
28 July 48	Chenno of	bandare. Unfit for corp		
25 27 July 43	is for so	et to left. Tot vir n	ning De	
27 Jenning 34	According	er. Die to Dr. Fassenor to Dr. Fuesmenfor Dies n-Ento Vokomone, Alexa	sear no	ativo.
12 2 January 4	4 Carlous to Fit for wo	oth, left in Referred t	o Listi	it.
(12) 13 Kerch 4	Garious to	ota, left 5, Boforred t	o denti	t.

DOGUMENT TOCK III JARRE DOGUMENT No. 59

- 11 -

Day	Diagnosis Therapy	Romerks
~~~~		
11 17 March 44	Appeared at infirmary in order to obtain certificate for now food ration card, was turned down, P-F-:	
	Blood pressure: 146 Pulse : 66 Weight : 58, Esight : 167 BU : 86	6
17 May 44	Not seen on this lay. Ju.	
32 25 June 44	Scrept sounds datasan all toes on right foot Distoring of hools, strong porspir Enliuspermanement-bath, Mit for work, Fowder.	
30 Jan 44	Iden-both. Kaliumpermentant.	
0 26 July 44	Sourchate on temple below the hair-line Garden. Fit for work.	•
25n 17 Oct. 44	With the last trans	
	Abrastan on Sri finger left phlanz dereal middle (at work) Biv. bandage. Fit for work.	Concordia mocident moco degu moco
7 20 Cot. 41	Trachoobronchitis, Hayer, Hist. solvous.	
31 Oct. 4:	Prechaobroschitis, Hayer 10 coursedrops 552, Fit for work.	
(7) 2 December 44	Trachoobroachitis, Orosival-Dicodia. Fit for work, Dr. Bl. (Has not reported Calle in order to see doctor here, As so be will be working a rin in Hyschet he is have an X-Hay tracknost).	101 08
33 9 January 45	Version on right Achilles (makes wearin troublesome) Dr. Born. Fit for work, Dr.	
30 7 Hareh 45	3 marts on right hool, have to be ramove Dr. Becassi. Fit for works	d.

I herewith certify that this is a correct copy of the above focusent.

------

signed: Dr. Eans Pribilla Attorney

DOGUMENT BOOK III JARRYE DOGUMENT Fo. 60

#### Affidevit.

I, Dr. Mali I a 1 d u s, born on 34,10, 1884, residing in Finnisture on Main/Socciet, Eduards og 35, have first been duly sarred that I will render upself limble to punishment if I give a folse miflimvit. I cortify on each that my statement represents the truth and ame made for the purpose of being submitted in evilence to inlitery Pribunal VI (Case VI) in the Boardbarg Palace of Justice.

In order to estimate the mortality among the foreign workers in the Hoodhet plant for the years 1940 to 1945 I have had a list propared from the records of the factory sick insurance department, the perfect department and the medical department which contrins the ence of docts mean, the foreign morkers, I have amonded this list to this affidavit. The list shows that the number of docths is still under the mortality figures of formany for the period from 1931 to 1935, since at that time the nortality fluctuated between 10.6 to 11.8 per 1000 insabitants.

signed: Dr. Molf Baldus

The above signature of Dr. Abolf Baldus, executed before no, Helmit Riscoblastter, is hereby costified and confirmed by me. Prockfurt/Main-Hoschet, 9 March 1948

> signed: Helmut Elsemblactter (Helmut Elsemblactter) Assistant Defense Counsel before Military Tribunal VI in Mucraber

The correctness of this copy of the above document is hereby contified. Thereborg, 12 March 1948

signed: Dr. Hans Pribilla Attorney at Law

#### PARSERRE SCECEST

#### U. S. AMIDISTRATION

#### Surgical Department

## Common of dont's among the foreign morkers arranged propriate to country of orl in and years.

Your B	clatan	a Danos	Frenco man	- Datch	Italia	es Poles	Russian	a Ozoch	s total
	-						-		
1939	-	-	-	-	=	-	-	-	-
1540	34	-	-	-	-	-	-	-	-
1941	-	-	-	1.7	1	2	-	2	2
1952	2	+	2	2	1	1	2	-	11
1943	2		3	4	1	1	6	+	12
1944	2	1.	5	4	5	3	10	1	27
1945	-	-	2	4	1	-	2	=	5

Total 5 1 12 3 9 6 20 1 57 Wester

I berevity certify that this is a transact copy of the above decement.

Swerttern, 12 Karch 1948

signed: Dr. Home Pribille

### C TIPICAT OF TRESCRIPTION

18 124ch 1946

le, Pary Plack Berry, 20136, Moloh Durtheus, B 398010, Robert Rollman, 20162, John S. Robinson, 1-0,6350, Joseph D. Cooser and Fred Salomon, 1-4,6562 hereby cortify that to are duly appointed translators for the German and Unglish languages and that the above is a true and correct translation of the Document Book 3 Japan.

Part 71s of Ferry Adolph Insthaus 20136 2 398010

Rolart Hoffmann 20102

John D. Robinson J-048350

Concor L. Coeser E 397993

Food Salomon 1-44,6622

### NATIONAL ARCHIVES MICROFILM PUBLICATIONS

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DOCUMENT BOOK I KNIERIEM

TRIBUNAL VI CASE VI

DOCUMENT BOOK I

for

Dr. Angust von EHIERIEM

Doc.No. 1 - 8 Page 1 - 68

Presented by the Counsel for Defense Horst PELCEMANN Attorney





# TABLE OF CONTENTS for Document Back I

### for Dr. August von KYTERIEM, Crac VI

	Sxo.	Usmiento	Prigo
1		Afficient of Attorney Clarger School Committee, Central Committee, Central Committee, Central Committee, Central Committee, Central Committee, Cuties and responsible or a New York of Committee, Comm	office for Con- sibilities of et with sugstions Foreign workers, Depri Section Depriment wittee, no list- erning the Polish
2		Afficewit of Attorney Dr. Frenkfurt: Datice and or heart series of Ferben in the stoom between this Late stoom between 1 Series Dr. v. KILMIMI. Dr. von 1 1 yer of I.G. since 1939.	nasctica of the a Frankfurt; re- og 1 comprime and of 1.3. and to
3		Afficevit of Reinberg Dir. List of meetings of Legel 1937, excorpt from the mi-	Cornittee since
ě		Duties of the Central Off. The relationship of Dr. V. the number of contracts	M.T.J., Budwigst Fen: Ice for Contracts on Millaries with 1t; the by the control 25-2
5		Afficient of Attorney Pri- Numbers; with excerpts of mostings of working co- stand since 1933, in so fo to reports and notters of This gives a survey of th Dr. v. KDIENIEM's work.	from the cinutes mittee and Vor- er of they refer Dr. v. ENIELIEM.

### DOCUMENT BOOK 1 KNIERIEM

### ( page - 2 - of original )

Doc.		Contents	Prgc
6	Year I.G. this gran gran	drvit Reinhard DITSCHE ly income of Dr. v. EN from 1930 - 1964. It income was greated in d this size again and se during the war, but what.	Con be seen that 1950, never re- also did not in-
7		of the onnuel statist d by I.G.:	ice on ortants con-
		Total list of patent a tents, recording to ad for 1938,	pplications and pa- untri s and types
	2.)	Devilopment of applied for I.G. in 1930,	tions for optionts
	300	Total list of patent of potents recording to a for 1941 ( the last ye statistics were compil	ountries and types or in which proont
	Show tont and of p	Devoluptiont of en lier of the I.G. in 1941. a the extent and impor- a field in I.G. that I responsible for and the atomic registered, i.e. .G. in foreign countri	otrnee of the pr- br. von Mileriem no long number o. redo public,
ā	hrfe 1925 rp=1 in f with	drvit of Eliambeth REI n, with "Survey of prt by I.G. Perbanindustri -1941", showing the nu ied for by the I.G. in ordign countries in the special list of the strict countries.	o A.G. from o A.G. from ober of prients Gerray and o poriod nentional,

### SHTING IN THE PALACE OF JUSTICE, NUMBERS, CERNANT 22 JULY 1946

THE UNITED STATES OF AMERICA :

- VS. - : Case No. 6

CARL KHAUCH, et al.,

Defendants. :

#### CHINE

The Presecution and the Defense have joined in a joint motion to make certain corrections in the official mineographed copies of the English document books of the Defendants Howrlein, von Enteriem, Cattineau, Deter and Suergin, and in Defense Document Book DECESCH I, which said motion is in the nature of a stipulation and is dated 9 July 1846.

The Tribunal hereby approves said stipulation and the corrections contained therein are ordered to be made.

o/ CHRIS G. SHARK
Freeiding Judge

o/ PAUL M. RESERT
Judge

o/ JAMES MORRIS
Judge

Dated this 22nd day of July 1948

100

Sarbara Skinger Mandellant Barbara Brimer Mandelland Chief, Court Archives

Quero.

THEF

Cortified true of

. 111

### APPIDAVIT.

I, the undersigned Attorney Clemens BRONDEL, living in Heidelberg, Moltkestresse 33c, have been informed that I expose syself to punishment if I make a false statement in lieu of oath. I dealers in lieu of oath that my statement is true and was rade to be presented as evidence before the Military Tribunal Court No.6 in the Palace of Justice in Europeag, for any.

- 1.) In 1921 I was employed by FALAN & CO. O reportion in Tiesbroom-Biebrich as a lawyer. In 1926, for the functing of the I.G. Ferbenindustrie A.G., I entered their employ as a member of the logal former of the backwight for/Rhin when the result of y long service with I.G. I can give the following information concerning the organization of the logal branch of the I.G., a well as of the latin and man assimilation of Berr Dr. Van EVI 51.8:
- 2.) The legal organization of the I.G. was a decentralised attracture; it could havely be otherwise in a comparation as large as that which had so many settlenents, plants and sales stores distributed all over Germany. The difficulty in handling logal questions in the I.G., aside trop the size and number of its plants and other installations, was due to the various branches (for instance in dyes, drugs, fertilizers, oil products, synthetic subbor, light metals, cellulane, synthetic silk, synthetic fibras, shotographic materials ate.) became specialists who also had to have - cort in anomat of technical and business knowledge.

### ( page + 2 - of original )

There were, in the end, six different legal enotions, which were separated physically and each of which had its own chief, fortly these were the legal separated of the individual expensions which had already existed before the aerger. These legal separated gave independent was recommended to the computent business and technical afficials. To the sect of my knowledge Herr Dr. von ZNICALY his not regard to their states work, and it would have been already at increasible for his to the because of the huge scape of their work.

5.) The chiefe of the local depression, plus a few other F.G. -thereon (alternative under the chair-nearly of Dr. von ANTERIA. It has not not regularily and alter few times - year, about once or slice each in the last few years. So this legal condition was not a community functioning body. It disn't have a special office, or secretary or even special at the many. The logal condition was also not a supervisory organization to the individual legal secretary. Aside from bringing 1.C. atternays together, who therefore dead one each other but a racky, the legal condition affered an opportunity to discuss legal questions of all kinds which were the handled the same throughout the I.S. Outside of interest, sections by I.G. lawyers who did not belong to legal condition.

( prec - 3 - of original )

Furthernire, important new lows, including tax lows, were discussed. As a rule Dr. vin ENLERENT -180 and a report on his special field of internal enterny actions requiring the first include, propertion of the general stock holders meeting and the meeting itself, increase of capital attack, calling in stock, charges in statutes, clasing the backs, belonce sheet, granting and welling up feeding of looms and looks and ouch things. A drafting of loom agreements etc.)

4.) Environ, the ob we described log-1 organization needed to be such cented, as was recognized soon after the marger. In 1927, therefore, the scalled "Central Office for Central organized in Environmental Office for Central vestions, and it pointed as follows: The Critics of in right and it pointed as follows: The Critics of in right and inverse which has been forward up by the computent tocknical and business experts, were sent to the "Central Office for Centrals" to be checked for School of Central Office for Centrals with a sec whether they were not point as in disappearance with a sec whether they were not point as in disappearance with a sec whether they were not point as an affect in a consist of the ever increasing number of a corrects (round 2000 of the end) and, as after homosed, the completions are unitered in establishing the limits of the field average by the contract, according to a grass the charical of technical sides. For this last a son two experiences observed in the last few years only see.) Business this, it has to be determined whether the terms and refinitions of a st perhaps go too for, in consideration of future contracts the life of new projects being considered.

### ( prgo - 4 - foriginal )

In order to corry out this last check the drafts of the contracts were sent by the Central Office for and Centracts to the chiefs of the various of Memory of if necessary also to technical and other offices of the I.S. Which would be interacted, for examination and content. As a rule Dr. von INIERICA and nothing to to sixth any of this examination work by the Central Office for Contracts. The interaction a work by the Central Office for Contracts. The examination and to ensure that it is a contracted there examination and to ensure that it is a contracted there examination and to contract Office for Centracts were usually presented at the Verstand meeting by the order were usually presented at the Verstand meeting by the order Verstand members and where approved.

5.) Questions porthiring to foreign workers, pria nors proceed in the verse not orbit the formin of the
legal procedure in laweign for, but rether belonged to
the latin of the neighbor legal no does in in Ludwignhalon. Accordingly, seek exists no does less not handled
by the legal section. I can be not recomber that such
applicate the court of the cuestion in a desideration of
the organization and organs of this correction.

0

6.) I Committee that in the resting of the log 1 consistee in 2 Set. 1940, in which here Dr. Hall'TYB-TAR for more rt on the log 1 position for the log-I present in the coupled territories, there was my discussion four the Polish feterics Window, Burnton Wil.

I con class not implies this, in view of the minutes on this necting, which I have looked at again.

Sage

So for as I remember, other cases of acquiring an interest in channel 1 enterprises in arona occupied by or amexed to Servey, especially in the Sudetenland, France, Norway and Russia, who also not tracted in the least countities, with the accept in of the regulation of the I.G. interests in Austria, about which a survey was given in retraspect in the legal countities in 1938/39.

Hoidelberg, 20 Dec. 1947

Clot no PEENIEL

### Cortific tim of Simplure .

I, the not ry, Justisent Dr. MUNZEMBIRGUR of the natury office IV in Medicaberg, do cortify and attest that the above signature of Herr Closens BRENDEL, ett rney in Huidelberg, 1 likestrase 55c wes executor by him before me.

Heidelborg, 20 Dec. 1947

E thry Office IV in Holdelberg:

Justismat

Dr. MUINZENBURGER *s Notary

2 scrla: Notery Office Heidelberg Value: RM 3.000.--Acc.Sec.39 Mr. A.--

2 :bliter ted eterne

Certified true cupy of rbove Cocurant.

Horst PELCEMANN Attorney

Dock LET BOOK I ALLARIMI

Frankfurt/M, 7 January 1948. Crotschmarstrisse 16

I, br. Gustav Eusppor, attornoy-at-les and notary at Prankfurt/s. Crotechmarstrasse 16, having been warned that I should render myself it blo by mking a false deposition and that my statement is being made to order to be submitted as an evidence to the silitary Tribumal No. 6 at Nurseberg St.to and declare under eath, volunturily and without any during, as follows:

From Dicember 1930 I was employed as a jurist in the so-called logal department. Forbox of the 16. Parboxindustrie aktiongosalischaft at Frankfurt/win, having been chief of that department since about the end of 1938. Apart from that, I was onlef of the contral insurance department and manager of the I.S.'s own insurance company, namely, the Falles Gabb. concern insurance.

The efero-mentioned legal departments task was the entire logal consultation for the so-called sales combine Farben at Frankfurt/Sain, the task of which was the sale of dyo-stuffs, agents for the dyoing process, and accessories for the textile industry in Germany and abread. This legal department was consulted by the individual employees of the dyo-stuffs sales department beginning from the highest sales chief down to the corresponts, its in all legal questions in the widest sense, including taxation loss, lass regulating prices, trust laws, trade mark questions, questions of corporation law concerning the subsidiary companies of the Farben sphere in Germany and abroad; in drafting agreements, etc. This department was not concerned with questions relating to the employment of foreign workers, prisoners of war and concentration camp prisoners;

nocordingly, those questions were not dealt with.

This logal department had only loose contacts with other logal departments of the I.S. Perbenindustrie, as e.g. exchange of experiences, which was partly corried out by way of the reports made in the logal committee of the I.S. even with the logal department "Chemicals", which was located in the same house, the contact was rather a loose one, though the exchange of experiences was rather stronger. The logal department "Farban" was, in regard organization, only a department of the dyn-staff sales branch; it was not subordinated to any other logal department of the I.S., or to any cantral logal department, no interesting with regard to personnel, nor naturally.

Until about the end of 1938 Frof. Salek was the chief of the logal department "Forben", and my direct superior, after the department of Fref.

Solek ( at about the end of 1938), I was, as chief of the logal department "Forben" directly index Dr. v. Scanitzler as the chief of the sales combine Farben. Until Frof. Solek's department I never reported to Dr. v. Enterior officially about my sphere of tanks, He probably heard of the work of the logal department Forben cainly through the reports in the logal committee or the reports made in the Verstand by the number of the Verstand concerned. This does not exclude my reporting to his accidentally, or my asking his for idvice. Beginning from approx, the year 1939 I occasionally reported to Dr. v. Enterior

### DOOULETT BOOK I A TARLEY

about particularly important logal questions of the Farben sphere as well a about important insurance problems either by writing or varbilly. There were always special reasons present that induced Dr. v. Enteriors to become interested in individual questions. I had to make no current reports about the wor of the local department "Farben", the central insurance department and the Fallas Gabil, concern insurance. It goes without saying that occasionally I went to Dr. v. enterior for a piece of advice in local questions which appear to no important or difficult.

Until the end of 1938 it was difficult to say from the point of view of the local department Perben who was the leading juriet. Frof. Solok played, until this time, a leading part as surface of the Vorstand and of the central committee, as "leader of the plant." Here v. aniarism had, apart from his twohnteel faculties, a particular position by his membership in the Vorstand, by being chairmen of the legal committee and the patent commission, as the leading juriet in the branch "nitrogen-cils" and by his authority in the affact the acceptant relating to corporation law. Still, there were other juriets in the Vorstand (Buhl, Dr. Bruggenman,) after 1938, i.e., after the departure of frof. Solok, a re v. Emberies was probably the first juriet of the I.j...
The reason is, in my opinion, to be found in the fact that he combined in his person the most varietized functions in the legal sphere; enaimment of the contral committee, responsibility for dealing with patents, member of the curtural committee, responsibility for dealing with the affairs of the combine

DOCUMENT BOOK I KYINGINA

relating to corporation law - which, incidentally, resulted in his rether close commention with the legal department burlin W.W. 7, which treat these matters under his supervision. In this expanity as the first and forement jurist of the I.G. or. v. enterior had also a decisive say in the personal problems of the jurists of the firm, as appointments, salaries, the fillest of the various positions, etc., and this function also comprised the jurists of the legal department "Parba", emisequently also myself and my logal collaborators.

I have carefully purusud outs of the two pages of this statement and under outh and countersigned with my own hand, executing any corrections that might have been acceptant in my own anaderities, and countersigning them with my initials. I hermalth declars under man that in this statement I have said the pure truth to the best of my acceptance and belief.

Dr. Bustav Auspear

The Paragoine signature, executed by or. Setav numpeer resident at Frankfurt Main, Cretschmarstr. 16 in his own handwriting in my presence, is herewith attested and certified by me.

Frisirioh Silohur Attornoy-at-law

# Dog. Eg. 2

Certified trus copy!

Horst Folokunn, Attorney-at-les

DOCUMENT BOOK I K LERIEM

### affidavit.

I, the undersigned Reinhard Ditscher, resident at Ludwigshafen on the Rhine, Gruenerstrasse 10, having been warned that I should render myself liable to punishment by giving a false affidavit, declare in lieu of eath that my statement is the truth and has been under in order to be submitted as an evidence to the dilitary Tribural in the Falace of Justice at Nuremberg, Garmany, for Case No. 6.

The enclosed "list of the meetings of the legal committee of the I.G.

Forbonized trie Aktiengesellschaft since 1983" contains, according to the legal committee of the original files in front of me, all the meetings of the/I.G. Forbonized strie aktiengesellschaft from the beginning of 1933 up to the meeting of 26

Devember 1962; after this meeting no further meeting of the legal committee was held.

The further enclosed "copies of excerpts from the minutes of moetings of the legal committee of the L.J. Farbenindustrie "ktiengesellschaft since 1983" comprises the complete cinutes of all the aforesaid moetings which are before me, and renders all the points of discussions mentioned in the minutes of the moetings.

Ludwiganafon on the thing, 10 December 1947.

(signeds) Rolphard Ditscher

### DOCUMENT BOOK I K. LERLES Doc. Ho. 3

I, the atternoy-at-law Friedrich Gilcher, Naremberg, herewith att-st and certify the foregoing signature of Herr Reinhard Ditschur, Ludsigsh for on the Thine, which has been executed before no.

Ludwigshafer on the Brine, 10 December 1947.

Friedrich Siloher

Attornuy-at-low

Defense Counsel at the Wilitary Tribunal Nuorpharg

### Bucleshru 1

### List

of the protings of the legal counities of the E.G. Ferbuningustrie Aktionages allson it since 1931

Marting.	on	27	Murch	1955
AL.	Ħ	20	Dotobor	1933
	W	15	Documber	1954
(1)	n	30	augtocher.	1935
111		15	d tank	1986
	-	22	Fobrany	1957
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19	w	16	November	1938
fe*	ri.	17	Laroh	1939
14	ri.	18	July	1939
W	18	12	Dogosbyr -	1939
	190	2	Octobur	1940
e.	77	11	Fabruary	1961
10	19	18	Suptorbur	1941
0	19	26	Larch	1942
	10	26	1 overbor	1942

Signed as anclosure 1 to sy affidavit of 10 December 1947.

Luckrigshaf on Ahino, 10 Danambur 1947.

(signed:) Roinhard Ditschur

### Englosure 2

### Copy of uxc rpts

from the minutes of the meetings of the legal consistion of the I.S. Farb industrie Aktiong as Hachaft since 1985.

### Loting on 27 march 1933 at Frankfurt/sair.

Dr. v. Enterion, Dr. Buhl, Dr. Brunggommin, Dr. dacobi, Dr. European, Dr. Frantist.

- in the explaint of the mosting Dr. v. Amierian succests on alteration in the explaints of agreements by the nestral office for agreements ...
- 2.) Dr. v. Kolorion furthermore superts about the sedwardes for a new resulting of the last of etacts......
- 3.) Dr. Buhl rives a soball described to the question of the discount for parament continues, as well as of the blocking and densures similar to the blocking.
- 4.) Dr. Suhl reports the suntainer of the Supreme Court of the fulch V 203/1932 of 28 November 1982.....
- 6.) Direktor Broncol reports libeut a number of divergencies between the frustien will the covering stang regulations.....
- 7.) Dr. Fruntsul ports shout the first outcome of the mudit which regard to the appropriate 1 is and the "bullis"....
- 8.) Dr. Jacobs puts a postine to the discussion in competition with a commented for losses in fortilizors.

9.) I letter from Herr Irofessor Dr. MO 12.15805, lector of the Derlin University, is discussed, in which the IG is requested, with reference to a profise previously and by Herr Dr. DIDDION, to for the printing coats for the Louis of Pri. Live Books in the field of between 1 of trade secrets; its being printed was at the interest of the IG. The Legal Committee is the interest of the IG. The Legal Committee is fibe printed that the IG. as to born the ixpress. Dr. v. MIT IN will do the accessary.

Moeting n 30 Jot ber 1933 in Transford -- n-the-

Thise resent ware: Dr. v. H. L. I. Prifesor SLCK, Dr. HULL, Dr. & M. C. APE. Director Bl. HULL, Dr. HULL, Dr. E. F. E. Br. S. A.; further re: Privy C. meil . Dr. L. H. , St. te Secret ry on reported list Dr. v. SI SU.

## 1 4-2- 7 ri insl )

- 1.) Dr. STIT representation of the contract of the representation of the period of the
- 2.)Direct r ba PDTA reg rts an de com ir of the Transien Minister of Justice X Th " tion 1 S. cu-list Cri incl Low".......
- 5. Dr. W.T. B er orts in the enterview wenting
- 5.)Dr. END/GENAT gives inflored in bout the relesse of further Alexien property (allegether new 5.4 milli n Bollerr), the streamte of the rugit rs. rout the

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remneration prid to scientific collect rowers and the orients of the incident form. In the percentage

- 5.)The supplement on period by Director 2 Chi. concerning the option oner is, with recard to the oblisting to redictration as I is down in the Low for the Druttetian of the Posito and the State; i promoved.
- 7.)Dr. BUTL retarts on the entire white by different provide for an old in the fiber distinction curv. elegation.....

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The correct some December 195 in The Land of School,
Dr. Mill School Art., Linear B Dr. Dr. December 1970,
Dr. SI IV. in. Phinograph, Further over Trivy C uncillar
Dr. V. VST., Decimber of the provential of the Dr. V. SillSuff.

Dr. v. Fillill re ris in the wirk for a fof in of the Live concerns. J int Stok Commiss, Totalia, Said mont Controls, A stell and the Calchell Law. ....

Dr. First rearts in the new years in Lent and that the first the first and the first the formal times, which were sire by proportions also asserts in the formal occasion, concerning the reduction of expenditure for ensured by subsidized enter when, deted a South bow 1932 (Bolch Legal deserte I 451), and to the necessity of a vicin for a concerning the Reich, the States, in Communities.

White is to September 1915 in Frinkl From the High. Since From the High. Dr. 1916 in Frinkl, Fr foreur SELCK, Dr. 1914, Dr. 311 05 417; Dr. RELITION, In there set: Friend Lie Dr. V. USES, Sorte Sacretary in reservoir lie Dr. V. S. C.C.

Fr. v. INIENIEM reports on partrain difficulties origing in the treatment of potents and in the secondlishment of international

## ( 7 c - 3 - 3 riginal )

Dr. v. Eximili reports in a respondences .....

Dr. v. Eximili reports in a respondences .....

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is conti and which are striven for by w risus Loich concide , especially the Loich Lin Ministry;

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Dr. FIENERL re ris on the conclusion of the cuciting to be known exemination of plants in anaral, 3rd turn (1930-1982), on the level want of the commistration of justice in the field of early the area on texation of synthetic test of cartels .....

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Mosting on 15 June 1936 in Frankfort on-the-Main.

There resent were: Dr. v. ETELICH, Professor SILCK, Dr. SURL, Dr. HULLESSHAN, BRIEDER, Dr. MELITER, Dr. STAIR, DR. FERNIZZE, furthern re: State Secretary on received list Dr. v. SINSCR.

Dr. v. HEIMHEST regards on the state of work for a reform of the Criminal Law, particularly also on the interpretation of the execution of economic process, etc., In the recent change in the planned reform of the Indian concerning Joint-Stock Companies and the pre-partory work for a uniform regulation of laws relating to water by the Reich; he also calls attention to the new Patent and Inde Mark Laws dated 5 May 1936, which contain alterations as companed with the regulations bitherto in force, and he reports on the International 2 tent Companes which took place secently in Borlin.

On the brais of the Dollar band version recently mublished in the press (Financial Newspotter I. 300 dated 14 Jun 1956) the ougstion of limbility of the T.S. in virtue of the file drugs in its guaranty for the lam of the American I.G., and the experience I on it coints recently for this lam of the calling of this lam of the file of the file

he. POURTLE report of the reported a long tion of been no ultimed a ridin for the exercise from trace for ancient and reliable facility. In the exercise with the case Ministry of Finance e accorning the exemption from when there are the particle indirect and the soulcomment of a sec by the ritin and a sympactic for the direct of the direct of the case of the case

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north your struct, so tell so in the settlement by north count of the jointly special to to tex volumbian of the I.G. and the Assonickwork Marsonium G.s.b.A.; he gives a current sketch of the principal regulations of the defendance of the defendance

Masting in 22 Fabruary 1957 in Bronkfort on-the-Mrin.

In go -rement word: Dr. v. ERITADH, or fessor EBBON, Dr. MUNICON, Dr. MUNICON, Dr. MUNICON, Dr. MANUSEN, State Socretory in a served list Dr. v. SINDON, DEROKER, Dr. MARKER, SILVERY.

#### Subject of the conference:

- 1.) the new Law concerning Joint-Stock Companies 2.) Simplifiestion of Konzerns and bracking up of trusts (in consider tion of the lloying as of textion expring on 30 June 1937)
- 3.) Frx problems, primalerly trade tex auestions.

Mosting on 20 December 1937 in Frankfort on-the-Main. Those present were: Dr. v. EMIRRIEM, chairmen, state Sc-eretary on reserved list Dr. E. v. SLAM, Professor SALCK, Dr. BUHL, Dr. BRUNGGERANN, BERNDEL, Dr. FULFFER, Dr. STEIN, Dr. FRENTZEL, furthere re: DENCKER, Dr. KERSTEN, SLICHER.

#### Subject of the c. n. Tuner:

1.) Simplification of horserns,

2.) the new few electronic Joint Stock Commendes, 3.) Low electronic Crotte (Linited Links Compenses) 4.) Low cuits electronic Cold clousus.

Locting or 15 M vorber 1958 in Fr nefort on-the-Mrin

#### Agentic

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- 1.) In referre, perticularly the Law concerning Gobies

v. Lavieriem

2.) Low suits concerning gold clouses TERSTEN

3.) Bronch establishments RESTEN

7. Invisations TAGNER

5.) Contract with Academicions TAGNER

6.) Representation Austria RAYER-WEGELIN

7.) Supervision of cartals and price stop MAYER-WEGELIN

8.) Checking of manapolics MAYER-WEGELIN

( prod - 5 - of original )

9.) Tex pribling

FRENTZEL

10.) Engagement of jurists
11.) Englyment of low graduates and students of political occurry for professional training in practice BUINDEL SESTIDEL 12.) Lint of the attorneys at law of the BIL TUEL I.G. COLCULE 13.) Diritud - oners .I - utornoy 10.) Agende for the next necting of the Degri Cornittee 15.) Vrri us meters. ********* Moting on 17 Merch 1939 in Berlin. 41.12 1.) Securing of f.G. at cha thread 2.) inxistin len contist of f r to re-STET T.) r) New Cored remind in Erbot Law 8) in its res fires relation -WELLE (buth to fite which special reference to 1. G. con iti mo)

4.) Letti Corritte and Kameern Occasion

5.) Viri us tra in blace

6.) Relierti n of the water (Industries De BULLIEL FREN Z.L 7.) I nor to sign or the I.G. 8.) Restrict I to be clouse portaining T.GIER IMISSI LIN The compression of Foreign conte in USA Controversy with the I.G. Offensonsucht G.m.b.H., Munich 13.6.7N TETBUET! 10. TAGUE. Tring : thurs.

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## Cooting on 18 July 1939 in Berlin .

#### Leener

- 1.) Legel Committee and Subsidiary Commics Haddell 2.) Sax or blens FRENTZED 2.) Tax Credit Eills and income surerx
  - b) Deduction of toxes in the wort of f roign countries from reyponts to urreny chi vleuverse.

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- c) Pension funds,
- 3.) Crital and price star or blues LYER- TRUNDLE

- T. DANT AUTO LISER

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## Menting on 12 December 1939 in Borlin.

#### Lot Mis

- 1.) Lower views into for special plants DUPL
  2.) Ensiness or ctices towards foreign c untries v.RFL.LD
  3.) Enormoney Association for German Industry v. TI I
  4.) Grand lation of Fills of Lading v. DSTMAT
  5.) Top rabless Total v. TII T. MACZIA T.SITA
- 6. Love releasing to Total

7.) Nood of jurists

Lecting in 2 October 1940 in Berlin ******

#### Agones

- 1.) Inchions connected with the parce tracty, in parti-cular augstions referring to acquestication and plants EULTIER
- 2.) Logil tride historian and parco treaty v. MIERIEM
- 3.) Logal status and logal organization of the occupied territories, particularly the exertion of influence on the recented Dutch COMPANIOR HEINTZELER
- (.) Increrse of the or it'll at on if the 1.5. by RM.32.200.000.-- . V. HIERIES
- 5.) Therefore of oir reid depose.
  5.) to late tion i formen proporty in TIMPZELER
- onune countries SILCHER
- Bornon ost blishments I the I.G. SILCHER 3.) Registration of war Asserte. 9.) Car affine I Garden agencies TUMPLER
- STORE TO PIECE
- 10.) Conord tex problems; reorganization PRESTREET
- 11.) Unit re bills of L ding 12.) Ir blers origin, from a riels V. BOSTATT
- HOYEL
- ind price stop

  13.) Problems portaining to personnel and younger generation

  14.) Tripus matters. v. WINELESS

( _ c e = 7 = of origin:1 )

Moeting n II Pebruary 19/1 in French rt n-the-Min.

L' unor

1.) Ter detter

BIDL

#### DOCUMENT BOOK & KNIERIEM ANITHIEM-DOCULENT No. 3

2.) Triblens connected with increase of condital SILCHER 5.) Problems communed with Laws concerning Trices HOYER ( in particular Decree Cated 23 Novorber 1940) 4.) Tex priblons

5.) Ter and inversetional contracts MAYER-UNGLINGS.) Simple contracts for development FREE ZED rdera HE INTERIOR 7.) Trubleme pertaining to the younger generation and draft deferment B.) Vrrious metters. Maeting on 18 Soutember 1941 in Prontfort on-the-Mrin. Agonda 1.) Compularly above trained conversion of capital STLORE.
2.) Trice stop, absorption and reduction in prices Hoyen
3.) Contol problems Hoyen
4.) Alteration of the regulations concerning betrayed a secretary 5.) Tex problems FREETZEL 6.) Probetion eleuse for commercial comloyees DEISSIMINI 7.) Vorius notters Decting on 25 M reb 1942 in Berlin. ******** Leon'r 1.) The offect of the wor on controte c) illustrated by the example of the Unilever-centret with special regard to the Dutch and Fronch Low HUDATEN b) with USA firms with epocial rogard to the Stongern Oil-contracts HEINTZELEN. 2.) Compuls my above tox and conversion of cr-it-1 SILCHER 3.) The trootmont I Lacrier property

DOCUMENT BOOK I MILENIEM KNIERIEM-DOCCILINT No. 3

in Jorneny and viceversa HEINTZELER Cortals and Irices, ostecially "ra-HOYER FITTUREL : 5.) Ordious tex problems 6.) Olomes relating to mer risks and con version of debts in the soluty on-T.IN 1221 ... 7.) Virious rettors. ......... ( -50 - 8 - of right) Mosting in 26 F wenter 1902 in Frinkfort in-the-Min. ............. L cn 1.) here has for the fundation, trake and lagra-min tion of the leigh Lagrainting 2.) In blace crisin for Lagraining 0 stells and laices, eared lifty the Decree chaosis Control of the Market force 170Y25 ROYER 20 Bot Stor 1942 3.) Sur inder of rofits in condience with Section 22 2 the or Security Decree "Il with the Deerie a neurming Surronder of Crifita. TIMIZED LENTZEL (.) Commate proclading to fite FILHTZZL 5.) 1 x priblens 6.) Commonstrain for it rid drawing 7.) Surveys in the critical rejustments in the I.G. .. naorn ECHELLE SILCHER 9.) The most important provisions of the Suc of Employeesting Ordinance con-SILC. S. ulrtion 9.) Controls a nearming the erection, finencing the erection of increase the EAVL -7780 LIN 10.) V-ri de cottors.

#### offidavit.

- I, the undersigned Dr. Walter Pratje, residing at budwigshefen on the Phine, Benzstr. 4, 58 years of age, was at first duly warned that I make myself liable to punishment by rendering a false affidavit. I declare in lieu of oath that my statement is true and was made to be presented in evidence before the filitary Tribunal No. VI. Felace of Justice, Europherg.

  1.) Since 1926 I have been an employee of I.G. Farben Industrie *ktiengesoll-schaft resp. Sadische Anilin- & Soda Fabrik Ludwigshafen on the Phine, and since 1934 I have been working there in the Central Office for Contracts (Apatralsteile för Vertrauge).
- 2.) The task of the Central Office for Contracts was to examine, whether agreements, whose conclusion would to an essential extent obligate I.G. Farben Industrie Aktiongesellschaft as a whole especially in technical respectators colliding with existing or prospected contractual obligations.
- 5.) Throughout the time of the existence of the Contral Diffee for Contracts altogether 2 600 contracts were put on file, of which at the time of discontinuance of work through the German collapse in the spring of 1945 about 1 700 were still in effect and about 900 had already expired.
- 4.) Horr v. Enturion because of his procompation with other matters could not concern himself with the current tasks of the Central Office for Central however I remember that in rare cases, more difficult and important, questions of collision were discussed with him.

  Ludwigshafen on the China

5 January 1948.

Malter Pratiu.

# DOGULART BOOK I KRISRISH

I, attorney at Law Dr. "olfgang Heintzeler, Ludwigshafen en the Rhine, cartify and attest that above signature of Herr Dr. Walter Pratje was except before me in his own handwriting.

Luckingshafun on the Shine.

5 January 1948.

Dr. Wolfgang Heintster.

The true and correct copy of above document is herewith certified. Numrature, 9 January 1948.

Horst Polekmann attorney at Law,

# Doc. No. 5

#### affidavit.

I, Attorney at Law Friedrich Silcher, residing in Nuernberg, Harrichstr. 15, was at first duly warned that I make myself liable to punishment by rendering a false affidavit. I declare in lieu of eath that my statement is true and was made to be presented in evidence before the Bilitary Tribunal No. VI at the Falace of Justice Suernberg, Germany.

I have looked through all the minutes of the conferences of the executive committee of the Verstand of the I.G. Farben Industrie aktiencesellschaft since I. January 1935 until the last meeting on 7.4. 1938 and on meetings of the Verstand since its I. conference on 28.2. 1938 until its last one on 7.12.1944. The attached "excerpts from the protocols on the meetings of the executive committee of the Verstand of the I.G. Farben Industrie aktiencesellschaft since I. January 1933 until the last meeting on 7. april 1938 and from the meetings of the Verstand since the 1. meeting on 7. april 1938 until the last one on 7. Due. 1944 contain all cases appearing in these protocoled, where for v. Kaierlem reported on any matters or received any authorizations by the executive committee resp. the Verstand.

Document BOOK I ENLERISM Doc. No. 5

Only the protocol on the 22, meeting of the Verstand on 14, Nov. 1900 has not been considered because it could nembers be located.

Numericary, 19, January 1948.

Priedrich Silcher.

The above signature executed before me in his can handwriting is recognised by me as being the signature of attorney at Law Friedrich Silcher, residing at Nucroberg, Harrichstr. 15, which T, herewith, certify and attest.

Nucroberg, 19, January 1948.

Horst Poleknamn attorney at Law.

The true and correct signature of above document is herewith cortified.

Horst Poleksann attornoy at -uw.

# DOCUMENT BOOK I KNIERIEM

Excurpts from the protocols on the meetings of the executive committee of the Verstand of the I.G. Parcen Industrie Aktiengesellschaft since 1. January 19: up to the last meeting on 7. April 1938 and on the meetings of the Verstand since the first meeting on 28. May 1938 until the last meeting on 7. 12. 1946.

I. Executive Committee.

76. Muoting on 6. April 1955.

Foint 3 of the agenda: Patent commission. Speaker: von Knieriem.

Horr won Enterior gives a comprehensive survey on the patent registrations of the last years and the expenditures for them. The patent commission feels that in future more than hitherto the tendency should be followed to have patent registrations in distinctly specialty fields worked on by that patent department which has the most receivable in this field.

**********

84. Mosting on 6. april 1934.

Point 3 of the accordar

Report of the Patent commission

## Breakert you Shierles.

Horr you Enterior gives a survey on the development of patent registrations here and abroad. The number of registrations abroad has risen. Herr v.

Knighten particularly speaks on the inventor compensations. This question should be negotiated theroughly as soon as possible in a smaller circle of plant canagers (Setriobsleiter) and by calling in the gentlemen Caheimrat cosch, wen Knighten and Professor Selek, Dr. ter Mast will issue the invitations.

Document BOOK I WILKIEM

Point 3) of the agenda:
Patent Commission and Legal Division.

## Spoakers ven Arieries

- a) Horr von Enterium reports on a law-suit pending against the L.G. in Francon account of revalerization of the deller-lean of the "merican I.G..
- b) The new patent law is expected shortly. Herr won Knieriem reports on the content. Following that it is reported that the number of patent registrations has risen during the last year by 10%, but that the total expenditures for putents were kept essentially on the same level.

97, Mosting on 23, April 1986.

Point 2) of the agonda: Patent Commission and Logal Division .

## Spoakers von Knigrion

Herr you knierion gives a survey on the development of patent matters in the year 1935. Thereby the popularity is noticed that frequently the numbers of patent registrations here and aeread in the same field on the part of the individual patent departments are strongly at variance. The total amount of patent registrations has not changed materially.

Very large is the number of trade mark litigations, especially in Sepan and against Japan.

Harr won Knierion discusses the various tembenoise of the individual patent departments in working on interference questions.

sarly in June a big international patent congrues will take place.

DOGUMENT BOOK I E INRIM

in which I.G. will take part and share in the costs.

terrations.

103. Mosting on 24 June 1937.

Point 2) of the -genda:

Patent Commission and Legal Division.

## Sportor: von Anioriom

He describes the consequences which will result from the stock law bill for the L.G. in the coming year, at present the implementing regulations are being drafted.

Busides that a bill is being propared concerning the Smill law, Provided ar deliberations on the extension of patent protestion.

Another increase in the numer of new registrations is noticeable in the 1.G.-patent departments. The expanditures correspond to the number of increases.

105. Mosting on 17. Documber 1937.

Point 2) of the accords

Concorn simplification

Sponley von Enterior

Herr won Sailriem explains the reasons that have led to the various, measures for conserve simplification, he reports on the tax- and other consequences, a art from the fusion of various browncoal companies, on which has already been reported, the following companies have been taken over:

1) Loopeld Cassella & Co. G.m.b.H. Frankfurt/Main, by registering the old firm as a branch of the I.G. Farconindustric Aktion as all schaft.

DOGUMENT BOOK 1 ENTERIEM KNIERIEM-DOCUMENT No. 5

- 2.) Mining Corporation Auguste Victoric under the plant congenent by a scall corporation Auguste Viktoria VII.
- 3.) Chemische Worke (Chemical Works) Lothsingen.
- 4.) Deutsche Kolonicke Gerb-und Frrbetoff Gesellschift
- 5.) Elektrochemische Terke , Bitterfeld.
- 6.) Replande G.r.b.H., Hamburg.
- 7.) Crundstucckgosel tchaft (Real Estate Company) Hindor-
- 8.) Zithin the HIBBCE group, perger with RIEBECK:
  - Here aggetiations are still in progress.
  - b) Mining Corporation Lessel nr. Damstat.
- 9.) Dynamit Nobel Grown: Norger with Dynamit A.G.
  Advator Verweltungsgesellschaft
  n.b.H.

General to SCHMITZ sup lerents the extractions, throwing of the sine time all the combers concerned for the great work that his been performed.

II. Worntrnd.

1. ) Mooting of 28 Mry 1938

***********

To point 2.) of the agenda:

After Learning the report by Dr. v. ENTERTED the Vorstend toker unrainously the following decision:

The 40.000.000 RM. preferential alores Series A of the Company's own stock and 10.000.000 common stock shares of the Company's own stock, list of numbers enclosure 2.

The I.G. by the Doutsche Brenderbrak A.G. recording to law (EG Act G), are being called in nearling to Par. 6, subs. 2 introductory law to the correction law (EG Act G), are being called in nearling to Par. 6, subs. 3 introductory law to the correction law (EG.Act G) by this the graital stock, which at present mounts to BOC.000.000

#### DOCUMENT BOOK 1 KNIERIEM KNIERIEM-DOCUMENT No. 5

( page - 2 - of original )

Ri. divided into

0

RM. 720.000.000 cormon stock shores

TM. 40.000.000 preferential abares, series 4

EM. 40.000.000 preferential shares, series B by RM. 80.000.000

reduced to RM. 720.000.000. The empitel stock will then consist of only

DM. 680,000,000 and

RM. 40.000.000 preferential shares (previouslymories B)/

Fr. v. RNIBRIPH now explains the persons which were 'coisive in bringing about the elteration of too statute according to the new corporation law and gives the reasons for the various elterations by quoting the fresh worked-out, enclosure 3. After a short discussion of the various points the Varstand declares its agreement with the new working of the statutes.

4th mosting on 16 September 1938.

Point of the egende:

Report on the potent notters:

Dr. V. EXHIBITED reports on the legal difficulties emused in the sphere of presents by the Anachluss of Austria. He then reports on the activities of the I.G. in the sphere of presents in 1937. New registrations have increased from 1936 to 1937 in Germany from 1665 to 2.016, and have descreted above from 6.100 to 6.040. It is interesting that the percentual share of 67 n.c. which the seven main equatries (England, USA, France, Switzerland, Italy, Czechoslovakia and Japan) had in the new registrations, is falling off.

The strength of the Striff in the priont departments has increared by about 10 p.c., the total costs however only by 5-t p.c. Of the total costs, which in 1937 amounted to roughly 6 millions,

## DOCUMENT BOOK 1 KNIERIEM KNIERIEM-DOGULENT No. 5

( page - 3 - of original )

3 pillions each were spent for personnel expenditure on the find the naterial costs, namely patent fees and patent law suits on the other hand.

13th necting of 25 September 1939,

4.) Increase of share applical: legal problems crused by

Br. v. RMIERIEM reports that for purposes of exchanges new shares to the amount of EM. 11.000.000 would be required. It appears expedient to take the shares required from the approved amount. Therefore, Dr. KNIERIEM noves that the following resolution be taken:

"According to the sutherity contained in par.6., subsection 3 of the strtutes the empirel stock of the empirey is to be increased by RM 11.000.000 to RM.731.000.0 by the issue of 11.000 c __n phres of orch now, RM. 1.000. Of these shares will be issued:

RM.7.530.000.-- -t 156 42 p.c. RM.3.470.000.-- pt 150 3/8 p.c.

The sums are to be paid in in each until 27 September 1939. The shares will be entitled to dividend disbursement beginning from 1 January 1939. Subscription privileges of share holders are precluded."

On this occasion Dr. von KNIERISM also proposes to determine form and contents of stock certificates to be issued in future, and, to be precise, by the following resolution:

"Stock cortificates which will be issued in future will bear the signature of two members of the Verstand, either signed by their awn band, or in reproduction. In addition, they will bear the signature of the chairman of the Aufsichterst, either in his own handwriting or in reproduction, the will be countered and by a control official in his we land.

## ( page - 4 - of original )

They have to beer the serial numbers. To the certain observe dividend coupons and talone are to be attached; dividend coupons are to have the same numbers as the dividend coupons of the other common shares."

The notions are agreed upon unanimously and thus prosed. Then, Dr. v. EXISTEM reports that the I.G., which, so it is known, is in passessin of an option for the transmission of its property at the book value towards the I.G. Chemic Basic, renounces this applied in consideration to the relation of the I.G. Chemic to the American I.G. and receives instant a privilege of purchasing before others, likewise to the book value. With this the Versian agrees.

Dr. von ENTITED any relieus that in any exchange of goods with neutral countries the quistion has to be thereughy exercised in area individual case whether the energy countries eight not take advantage of the processes disclosed by us. It is intended to astablish a special agency of Herr IIIIISCH under participation of Reich Hindstry of Defense (RWM), the ONW and the industry which will have to decide upon questions of this kind under their own responsibility.

15th Meaning of 1. December 1939.

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3.) Decling with prients during the wor.

Dr. von KNIBRIEM reports about the negativitions with the Reich Group industry and the Prient Cornission of the I.G., which resulted in the outseion of pryment of fees in the energy countries, save cortain exceptions, and mentions the various measures that have been taken for the safeguarding of our ownership of patents

## ( page - 5 - of original )

in the energy states, as, in particular, in the menaced neutral countries. New registration of patents in noutral countries are to be made only with the greatest caution in view of the risk of experiences essential for the war effort slip ing through to the energy countries. The measures taken by England against the German ownership of patents are considerable harsher than the measures taken by France, therefore it is intended to put the adequate counternersures which will be under possible by a special law, into offect only against England. Finally, Dr. von MNITAIEM montions the report ands by Dr. SUML in the logal connittee about the local points of view to be observed when plants serving the purposes of the war commony are being established, and about the decision by the legal countities to starte a central agency in Dr. BUML's affice, so as to get a survey of all the obligations incurred by the I.G. connected with plants of that kind and to achieve a coordination of the negotiations with the Wehrmacht authorities.

## 19th Moeting of 29 Mry 1940.

- 6.) Goheinret SCHMITZ and Dr. von KNITKRIEM report about the transaction planned with regard to the I.G.Chonic Brele. For well-known reasons the commections of the I.G.Chemie with Gorpany are to be climinated to the largest possible extent. The program provides for 3 points:
  - c) dissolution of the gurranty agreement as to dividends;
  - b) sale of about 50.000 empty ( 50; prid-up)
    I.G. Obenic shares from Gurman ownership to 1.G. Character withdrawal, which

## DOCUMENT BOOK 1 KNIERIEM KNIERIEM-DOCUMENT No. 5

( page - 6 - of original )

would reduce the German influence from about 28 to about 15 p.c.

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c) Resignation of the German chairman of the Verwaltungsrt. Point b) is to be carried out with the help of the Lacaderbank in the following way: To all German holders of I.G./endres an exchange is to be offered for their whole possessi of shares to the effect that for a 500 sw.frances I.G.Chemie share they would receive a 400 RM.
I.G.Farben chare; so far as the I.G. Chemic shares have been paid only by half the charachalder agreeing to the exchange has to may additional 200 RM. Of the I.G. Chemic shares flowing thereby to the Londerbank 50.000 cmpty pieces will be sold to the I.G. Fasle for withdrawal against actual foreign currency. Negotiations are still in progress with the German authorities about details of the terms, particularly about the way to get compansation for losses with the help of the Reichsbank. Only when it is known to what extent use is being rade of that exchange offer, will it be possible to work out the requirements in new I.G.Farbon shares. The I.G. Forben capital is then to be increased by this amount out of the approved appital, and the new shares are to be taken over by the Lacaderbank for the purpose of carrying out that transaction. Thus, a decision on the increase cannot yet be taken in to-day's meeting; this is to be done either by way of writing or in the next meeting.

The Verstone declares to agree with the planned proposition.

( page - 7 - of original )

20th Meeting of 21 st. August 1940.

1.) Exchange I.G. Chamie/Capital increase.

Referring to his statements in the meeting of the Vorsiand of 29 May 19:0 Dr. von KNIERIEN reports about the final settlement of the transaction with the I.G. Chemic Brale, the major part of which has been corried through in the meantime, as well as the measures in connection with it.

The Varstand, taking notice of it, Coclares its agreement. In particular, it agrees with the following necessires, which had been approved by the competent authorities:

- c) Orncellation of the guaranty agreement as to dividends concluded with the I.G. Chemic Basic in 1929, with all its rights and obligations, without any reservations attached.
- b) An exchange of IG Chemic sharps for I.G.Farbon sharps carried out by the Lacadertank for the account of the I.G. with the result that each sharp-holder of the I.G. Chemic, who had to be treated like a Garman national with regard to the foreign exchange regulations, was, within a period expiring on 15 August 1940, untitled to occurre RM. 400.— each comman I.G. sharps with dividend coupan for 1940 ff., plus a cash compensation to the abount of the I.G. dividend for 1939, less income tax upon return of investments and war surtax, estimat non. sw. frs. 500.— each I.G.Chemic shares with dividend coupans for 1939 ff.; while additional acquent of 200.— RM. plus 5 p.c. interests from 1 January 1939 until the day of payment had to be made by the shareholders for each I.G. Chemic charpes of sw.frs. 500.—, paid only by 50 p.c. A separate decision will be taken on the capital increase required for the execution of this exchange.

## ( page - 8 - of priginal )

- d) of le of 50.000 pieces of empty I.G.Cha is shores as required recording to b) and c) with compan No. 11 ff., could lent to non. so.frs. 25.000.000, to the I.G.Cherie Balle for the recount of the I.G., r_inct
  - --) Tryment of so.frs. 10.000.000 in free foreign currency outside the German-Soisa electing. That foreign currency had to be surrendered to the Reichsbank at the fficial quotation of the Cay.
  - These ree, or for a for ign the enge low is concerned, friely at the discord of the 1.G., but certain marings may be expected to be attracted notations about that are still in progress with the OKV;
    - ne) non. int. 500.000. -- 3 p.e. bon's of the bond issue of the Conversion Office for German Foreign Debts, payble in Reichstork. These are to be -1 set of the discount of the Deutsche Gold- diskonternk without compute tion.
    - o) The T.G.Chorie charas thereby exchanged in retrining in Germany we loft to the Brancerbank, recounts thereof to be allowed with this bank on the brais of approx. the last surchase price of the Reichsbank, resp. the Galding attent, i.e., at RM. 57.60 for non. sw.frs. 100. - full phones and RM. 50.10 for non. sw.frs. 100. - capty phones,

( page - 9 - of original )

Tric fown in the negatiations with the Reichebrnk.

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thorougon, the Vorstand resolves at the proposition of Dr. von ENICETED unanimously as follows:

"By virtue of the outbority conformed by Zor.6, subsection 3 of the Statutes the above espital of the exercise in is increased by NM. 32.200.000.-- to NM. 763.200.000.-- by the issue of

51.151 norman sharps of non. IN.1.000.-- one 5.208 comen sharps of non. IN. 200.----

will privile to in the profits backning with 1 January 1900. Day onto it to be acce, plus 5 pc. interests from 1 January 1900, but 1 January 1900, until 23 August 1940 -t the 1-test. Subscription privileges of the shared loss are precluded."

25th Meetin # 25 April 1991.

3.)Technical Committee.

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.......

Dr. von MITTATEM has pointed out that by decree of the Trasident of the USA of 15 April 1941 it has become practically impossible to early on the exchange of experiences between the American and Geran firms; the offeet thereof will be discussed in detail in a meeting of the Intent Commission.

26th Moetin of 10 July 19/1.

1.) Crital improve, approved orbital and comput-

-) Dr. won INITE. ILM recorts rhouse lands capital increase to the recort of the war infer of the still existing approved capital and the Worstand

## DOCUMENT BOOK 1 KWIKRIEM KWIKRIEM-DOCUMENT No. 5

( prige - 10 - of original )

thousanon preses the following resolution:

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"By virtue of the outhority conferred by per.6, subsec. 3 of the etatutes the ermital stock of the corporation is increased by RM. 25.800.000.-- to RM. 800.000.000.-- by the issue of

26 800 common shores of non. II. 1.000.-- orch. The shores are being issued at 150 p.c. and will participate in profits beginning with 1 January 1971. Extents are to be made to the full before application for registration into the official register of tracing respections. The subscription privilege of shareholders is precluded.

The shores to issued with the provise that the purchaser must not realize the shores without the compartion and has to hard ever any excess product heyond 155 to, which night be rained on the sees in of the realization to the compartion; or elecuate commission, which will have to be according any being token into consideration."

b) Dr. von Middlicht explains the resens in from of the exection of new oppraved expited for the exerction, and the Vorstand then unraisously seeing to precise to the next general centing the possing of the following resolution, after due comment of the Aufsichteret. "Tolar. 6 of the stautes the following subsection 3 is added:

The Verstand is sutherized to increase the conital stack until 1 Junet 1946 by max.
RM. 100.000.000.-- , by issuing new common shares a first investment in cost or in kind."

a) Dr. v. Wil him reports in cetal about the new compulsory share tax regulation, especially about the dividends stop, the dividend prymont stop, the compulsory share tax, espital increase and luncause tax. The I.C. has two alternatives:

#### DOCUMENT BOOK I KNIERISM DOCUMENT No. 5

Two courses are open to the I.S.: either to wait until an interin divident will be permitted, then distribute it and at the end of 1941 simultaneously with the close of business as of 31.12.1940 to make a capital adjustment, whereby no dividend tax will have to be paid; or the company may, by paying of edividend tax of as 7½ Mill., submit the usual closing behance today and after approval of it propose to the Aufsichtsrat-meeting of the Generalversammlung meeting tomorrow, like in the last years, to distribute an 8% dividend; an eventual capital adjustment would then be made in the Hauptversammlung in spring 1942 as of 31.12.1941.

Dr. von Enteriem puts formerd the various reasons that speak for the second course, of which the most important one is, to gain sufficient time for deliberation and preparation of the important capital adjustment; the latter requires thorough examination, above all in consideration to the many subsidiary companies and to a number of dividend agreements; to this must be added that the exchange of the conversion loan will not have been completed before \$1.12.1941. The advantages accoming from a one year postponement are so great that this circumstance alone justifies the payment of the dividend tax.

Coheinrat Schmitz also recommends the latter course and observes that from a relevant official of the Reich Ministry for Economics he has been mivised that the I.C. is this year also expected to distribute an 5% dividend.

The Verstand screes with the statements made to this point.

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#### DOCUMENT BOOK I KNIERIAM DOCUMENT No. 5

2.) Annual Balance

Dr. v. Enteries then reads two press notices; the first is to

egoar as an administrative declaration, if approved tomorrow

by the Aufsichterat, the other one is to serve informative purposes.

S.) Patent questions.

Dr. von Enteries reports on patents, especially on the development of registrations in Gurmany and on the treatment of registrations abroad. He further wakes known that the confiscation of I.G. accounts in the USA at the occasion of the magnesium-suit has been revoked except for \$ 25,000,-.

29. Hoesing on 9 January 1942,

. . . . . . . . . .

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3) Increase of capital stock from the approved capital.

Dr. v. Enterior moves to decide on the following increase of capital stock from the approved capital:

By wirthe of the authorization of Par. 6, ch. 3 of the statutes the coupling stock of the coupany is increased by emission of 40.000 common shares each now. RM 1.000.—, for which approved by the Reich Ministry for Economics has been granted, by the amount of RM 40.000.000.— and with the reservation that the Herr Reich Economy Minister approves the immunece of these shares by further emission of

5 500 empital shares of each RM 1.000.for further amount of RM 8.500.000.-

to EM 848.500.000.- Of these shares there are to be issued:

EM 27.250.000.- and isonapproval chythe Herr Reich Economy Minister the further

H! 8.500.000.- each at 130% with dividend rights beginning 1 January 1941,

#### DOCUMENT BOOK I KNIERIEM DOCUMENT No. 5

FM 12.750.000,- at 160% with dividend rights beginning 1 January 1942.

The payments are to be made prior, to registration into the cornercial register. The subscription privilege of stockholders is excluded.

The stocks will be issued under obligation of the buyer to dispose of them only in agreement with the company and thet afterness thement of an appropriate, agreed upon commission.

- 1. Surplys amounts accoming from the cash sale of shares bought at 130% in excess of 130%, must be surrendered to the Compute.
- 2. Securities that are acquired in exchange for stocks must be transferred to the company against return of the counter-value.

In onse the Boich Economy Minister does not approve of the issuance of further RM 8.500.000,- of stocks, then the decision of capital increase for RM 40.000.000,- to the amount of RM 840.000.000,- by emission of 40.000 capital stocks of non. RM 1.000,- each remains offective.

The Foretand agrees enanimously.

32. Mooting on 29 May 1942.

2) Capital adjustment resp. Capital increase.

Coholment Schmitz reports in detail on the intended capital adjusttout resp. capital increase and proposes to make the capital
adjustment of the I.G. now per 31 December 1941, namely so that the
capital stock of RM 900 Mill. should be adjusted by 25% RM 225 Will to RM 1125 Mill. and the preferred stocks he adjusted
as to voting rights. From this capital adjustment follows, on the
basis of the dividend so far of 8%, a dividend parity of

## DOCUMENT BOOK I ENTERIEM DOCUMENT No. 5

Fig. The dividend in the future is to be 66, also already for the year of 1941. In order to balance this further reduction the capital adjustment will be combined with a following real capital increase, which simultaneously will partially provide the necessary means for further tasks of the 1.6. This combination shall take place so that the capital stock, as far as it concerns the 1.6. stockholders themselves, will be increased by RM 225.- Mill. more and the 1.6. stockholder will be offered a subscription privilege at part according to the following computation:

On non RM 1.000. - up to non RM 60. in dividends were parid - 8%

the adjustment is non PM 250.- the dividend percentage is 6,45

For the investment of occital of nom RM 250.- only 4% interest is applied - RM 10.- so that on nom RM 1500.- RM 90.- result as a 6% dividend.

A corresponding subscription privilege is to be granted the stockholders of the, through syndicate agreements combined, frine of Riebeck,

DAS and Genechew, whereby the total ancust of capital increase will
be enlarged to the amount of RM 235 Mill..

The reduction is dividend from the parity of 5.4% to 6% becomes
effective already for 1941, while the new stocks from the capital
increase cannot bear dividends before 1942. This disadmentage
will be balanced by permitting the stockholders to make their
payments for the capital increase on 1.7.1942, while the dividends
from the new stocks will be due then for the entire year.

#### DOCUMENT BOOK I KNIERIEM DOCUMENT No. 5

The execut saved through reduction of the dividend from the parity of 5.4% to 6% for 1941 will be accounted for as profit and carried forward to now account.

The mapital increase is for technical reasons to be carried out by transferring the whole amount to a banking syndicate which will offer the stocks for subscription to the stockholders. Therefore the direct subscription privilege of the stockholders must be excluded family decision for capital increase. As far as atocks will not be subscribed to, they are to be sold under the best possible somitions in agreement with the syndicate and by paying in the surplues to the T.G..

Furthermore it is planned for the future and in principle approved of by the Reich Ministry for Economics, to issue at the appropriate time a 4% conversion loss with the subscription privilege at each the control stockholders up to a total amount of RM 500.000..., which in about 13-25 years may be converted into capital stocks of our company at the ratio of lil or the capital stocks of Konzern companies on choice of our company.

The Verstand agrees and decides to submit the annual balance, as well no the executive report for the business year of 1941 including the proposal for distribution of profits contained therein, in the member as Inid down in the attached protocol. In addition the Verstand decides to present to the Aufsichtsrat the also in the envlosure attached Craft of a report and recommend it to the Aufsichtsrat for approval.

# DOCUMENT NO. 5

Turthormore the Vorstand decides to propose to the Aufsichtsrat the draft of following r solution:

- **I) The capital stock of the company is, effective for the business year 1941, increased by RM 225,000,000,- to RM 1.165.000.000,- by adjustment according to the DAY (German Stock Law) and including the adjusted annual financial statement as of 31 December 1941.
- 2) To each corrier share
  - of nominal value FM 1.000.- is appropriated an adjustment amount of BM 250.-
  - of nominal value RM 200.- is appropriated an adjustment amount of RM 50.-
  - of nominal value RM 100,- is appropriated an adjustment amount of RM 25,-

On each corton where of newicel value RM 1,000,-

- m) an additional share in the nominal value of RM 200.-
- b) a subscription privilege on RM 50.- granted, which may on exercised by subscription to shares in the nominal v-lue of RM 100.-

On onch corron share in the nominal value of RM 100.- a subscription privileged RM 25.- of stocks will be granted, which may be exercised by subscription to stocks in the nominal value of RM 100.-.

The additional stocks are entitled to dividends beginning I Jamuary 1941, the additional stocks on the beaditeenth capital according to Par. 5, ch. 2 of the statutes.

#### DOCUMENT BOOK I KHIRRIEN DOCUMENT No. 5

The preferred stocks will be adopted as to voting rights without adjustment in the mominal value.

3) Par. 5 ch. 1,2, Par. 24 sentence 2, Par. 30 No. 2 of the statutes, on the basis of the issuance of RM 91,500,000.—

conditional common stock from the //er capital, on the basis of the expiration of the conversion privilege, from the conversion loan of 1928 and on the basis of the capital adjustment, receive the following wording:

Par. 6

(1) The capital stock in RM 1.185.000.000.It consists of:
SM 1.125.000.000.- Corres stock

24 40,000,000,- Preferred stock

The corner shares are divided int

1 065 520 shares nominal value of each RM 100.-

2 015 725 0 0 0 0 0 0 00.-

615 693 W W W W 1.000.-

The preferred shares are divided in:

40.000 sheres nominal value of each PM 1.000.-

(2) The capital stock is conditionally increased for RL 59 032 100...

The subscribed cornon stock are divided int

155 029 shares at a nominal value of each HM 100.-

79 146 " " " " " " " 200.-

The subscribed correct stock are entitled to dividence beginning I Jummary of the year of emission.

Per. 24, Sontence 2

The common stack entitle for each RM 100,- nominal value to one vote, to the preferred stock for each RM 1,000,- nominal value/125 votes.

## DOGGLANT BOOK I AT ISRIEM

Hoc. Ec. 5

## Section 30 No. 2

Thun a first dividend of up to 3.2 % shall be declared on the common stoc

- 4) a) as a result of the adjustment of the capital, section 2, sentence 2, of the conditions for convertible loans of 1928 new roads as follows: "Then the debter company declares a dividend of more than 9.6% on it common stock, the interest on its bonds is increased, for that your, by § % for each 0.8 % of extra dividends."
  - b) we a result of the adjustment of the capital the working agreement contracts for

I.G. /Laundurbank/ a. Riubecki scho montarworks a.G. dated 14 Oct. 192 I.G./Laundurbank/Dynamit-AbtionCosolischaft, formurly Alfred Nobel & Co. dated 17 Sept. 1926,

Dynamit-Artism-Gusullschaft for early wife d Noo-1 & Co./Lounderbank/ Gustav Gunschap & Co. A.G. dated 7/22 Nov. 1927 / 27 Nov. 1931 have the following dividend and on version factors:

I. Alobook instand of as now 10:6 in the future 4:3

I,G,/DAG " " " 2:1 " " 8:5

I.G./G.nschon " " " " 5:2 " " " 2:1

in such onso under the condition that the company company does not adjust its one capital."

The closing balance short, the amount statement, the administrat's report and the proposal for capital adjustment are to be presented to the autsichte rat after it has been certified by the neditor who closed too books.

DOGUNIT BOOK I MULIRIAN Dog, No. 5

The Verstand furth r decided to propose the following (still incomplete) not for an increase of the capital to around RM 235,000,000 to the general moeting, with corresponding anendom to af the by-laws:

"Subject to the approval by the Roich Minister of Seconomics of the stock lesses and by the Roich Minister of Justice of the issue of stock with denominations loss than AM 1,000.-, the capital stock of the corporation will be increased by issueing

The stock will be issued at face value and is entitled to earn a return of ter 1 Jan, 1942, Payments, plus 4 % interest since 1 July 1942, are to be mide in full before application is made for incorporation, Subscription right of the stockholders are procluded.

The stock will be sold with the provision that the cartal (Usbernebaur), with the consent of the company, shall offer the stock to the common stock nolders at the ratio of 5:1, and in accordance with the working agreement contracts, to the stockholders of the a. Riebook acho contamerte a.G.,

Dynamit-Aktion-Gesellschaft formerly Alfred Cobel & Co. and Gustav Genschow & Co. firms at the ratio to the face value agreed to in the contract, plus 4 % interest since 1 July 1942, and that the unsubscribed stock shall be sold at the best possible price and the profit therefore credited to the company.

The Verstand is ordered and authorized to execute the capital increase by 31 Dec. 1942 at the latest, and to take the recessary measures to accomplish this."

# DOCUMENT BOOK I ENIERLAND Doc. No. 5

whom the empital increase has been entered, section 6, paragraph 1 of the by-1 we will be as follows:

The oathal speck amounts to Re

It consists of:

R. Common stock

RI 40,000.000 .- Frafurred stock.

he common stock is divided into:

...... shores with a fact value of Rd 100 .-- onch

..... shares with a face value of RC 200 .-- ench

...... shard with a face value of RM 1000 -- onch.

The preferred stock consists of:

40.000 shares with a face value of all 1.000 .- "

The remaining details which may not be a settled, especially the exact mount of the capital increase and in what description it should be, which must be determined in accordance with the subscription rights of the share-holders of the companies affiliated through working agreements, are to be worked out by Taheirret dehmits and Dr. v. anterior as needed. Furthernor these two continents are actionized to make changes in the wording which may be required by the company registrar (Registerrichtor) or for a similar rose and which do not change the essential meaning.

In the assumption that the decision of the sufsichtsrat concerning capital adjustment, the closing of the books and the report of the sufsichtsrat will be cade accomplished by 16 Jane 1942 at the latest, and that the adjustment of the capital will be entered in the trade register by 3 July 1942 at the latest, the Verstand has decided to call the 17th regular general meeting on saturday, 4 July 1942, at 11 elebek in the morning, in the administration building of the I.G. in Frankfurt of the following agenda:

- 1) Fr. sentation of the proposal for capital adjustment, along with the annual balance shoot and the annual report for 1941, with the audit report of the Aufsichtsrut and the motions for the distribution of the profits.
- 2) approval of the decisions of the Vorstand and the aufsighterat.
- 3) Sapital increase, without the lawful subscription rights of the stockholders, with the provision that the shares shall be offered to the second stock holders.
- Amondment to Section 6, paragraph 1 of the by-laws, a coording to the decision to 3); amundment of section 30, subsection 2 of the by-laws.
- 5) blootions to the Aufsichtsrat.
- 6) Choice of auditor for final madit for fiscal year 1942. (On points 3) and 4) the secon stock holders and the preferred stock holders each vote separately from the general meeting.)

Schwierst Schmitz and Dr. von Amiorica are also authorised to make necessary alternations.

54th session on 11 Sept. 1942.

#### 2) Tuchnical Committee.

Dr. v. unioride made a report on discussions which treated the simplification of the patent process; in the course of these discussions the draft at a law was presented that would do may with the position of samplely of the retent holder, although this traft has been withdrawn in the meanwhile, the thoughts behind it should be carefully considered under the present circumstances. For that matter, I.G. has voluntarily relinquished, in various fields, the memoraly powers granted the patent holder, in the interest of the war economy.

Document BOOK I IN LERIEM

36th Mosting on 17 Dec. 1942;

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2) a) Agracments with subsidiary companies.

br. v. Enjorien describes a change that is becoming necessary in the structure of our Economic. Branch or profit climinating agreements (Organ-oder Gewinnausschlussvertrenge) should be ando with our large, hundred pareent subsidiary companies, especially Aersoburg, Suna works G.m.b.H., Eallo, Enapsack and elienburg; these agreements mean that the subsidiary company concerned, as a branch of the parent acapany, will operate for the account of the parent company, which accordingly will take over any profit or less. Since branch agreements can also be made under some conditions, when there are two parent companies, arrangements for a similar procedure should also be made for Huels and the Faerstengrube with the two partures, Hibernia and Fless. These agreements should be made this year yet, to so into offect on 1 Jan. 1962.

# DOOR LINT BOOK I ENTERISE

in spitu of all the doubts and difficulties of the question under consideration, it seemed best to conclude such agreements at this time.

The Vorstand declared itself in agreement with the proposed procedure,

b) Revision of the working agreement contract between 1.5./Lecoderbank/A.

Richock scho Montamerko A.G.

Dr. v. Enterior amnounced that the Verstand and the Aufsichtsrat of I.G., in corresponding decisions from 29 May and 18 June 1942, have revised the contacts of the working agreement contract between I.G./Laenderbank/A. Riebeck/sche Mentanworke a.G. dated 14 Oct. 1926 in accordance with the adjustment of capital of I.G., under the condition that a. Riebeck'sche Mentanworke a.G. does not adjust its one capital. In the meantime the A. Riebeck'sche Mentanworke a.G. does not adjust its one capital. In the meantime the A. Riebeck'sche Mentanworke a.G. has increased its capital by Ri 25 millions to Ri 75 millions, as of 31 Jarch 1942, affective for the fiscal year 1941/42.

The contents of the I.G./Enderbank/A. Riebecksche Bentamerke A.G. must now be revised again to correspond with the capital adjustment of I.G. and Riebeck. The Verstand and the sufsichter it of Riebeck have come to the following decision hereto on 14 Sept. 1942:

The following ratios for dividends, conversion and subscription are valid for the working agreement contract between I.G. Farbonindustrie a.G./
Dautsche Loonderbank A.G./A Riebeck'sche Mentanwerke A.G. dated 14
Oct. 1926 as a result of the 25 % capital adjustment of I.G. and the
50 % capital adjustment of Riebeck.

DOGUMENT BOOK I KALERIEM

I.G./Ridbook, instead as before 10: 6 or 6: 10 in the future 2: 1 or 1: 2.

The present common capital stock, as understood in section 2, paragraph ? of the working agreement contract of 14 Det. 1926 is now the common capit stock that has been adjusted to 75 million Ri."

This revision of the contents of the working agreement sentract between I.G./Launderbank/a. Riebook'sche Lontanworke L.G. is approved unanimously

39th Loting on 1 July 1943.

21 Woohnigal Comittou.

Dr. v. anioriem reported on contemplated measures — that are designto adapt the patent procedure to war conditions. Then he describes in
detail the measures I.C. has to take towards the members of its staff
as a result of the "Dir-ctive for the irrestment of inventions by
staff members" from 18 July 1942, or, as the case may be, the executive
order thereto. " measage to the academic employees, including directors
and producists, is contemplated, to the effect that the new regulations
concerning inventions by staff members will replace the earlier
regulations in the employment contract, in so far as inventions which
are reported after 22 July 1942 are concerned. Cutside of this, it is

bolieved that the reinburs count usual with I.G., i.e. by grant or an

increase of the present agecial payments, can be continued in the futur

41st Earting on 4 Hov. 1948.

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#### 8) Miscollancous

1) Dr. v. Myderien to Hard about the new regulations on the reimbursement of inventors, and especially about the meaning to us of the new income tax law which favors inventor's componentions, after a lively discussion it is ducided to handle the Questions which arise in this sonnection at a special mosting which will include members of the patent commission.

dard Worting on 2 Morch 1946c

1) Webcinryt Schmitz told confidentially about the preparation for an issue of up to 40 500 million of convertible loss shares, about which some discussion had already taken place at the 39th mosting of the Verstand on 1 July 1943. The decision of the auf sichter at come raing the convertible shares, which was already arrived at on 2 July 1948, is as follows:

"The Aufaichterat votes to issue a 4 % occupantible loan, repayable at face value, in an amount up to MI 500 million, with a normal life of 20 to 25 yours, which the creditors may convert into I.V. comon stock at the ratio of 1:1, or, at the discretion of 1.0., entirely or in part Into common stock of the companies of the kensern, after the 1:th and 15th kear, or parlier at the ecopanies discrution.

The convertible shares shall be affored in subscription to the conden stoo holders at our.

The particulars of the convertible loan and its issuance, as well is the decision on the issue thereof in itself and when that shall occur, is luft up to the Verstand."

Negotiation with the Acieh Limistry of Firance concerning the taxos on the issucing of the convertible loap sharps and their future conversion into stock shows have led in essence to the following - as yet non-tinding alt reative offers of the Fulch Ministry of Finance:

DOOL OF BOOK I AMIDRIEM

liability of I.s. and the stockholders connected with the issumes and conversion of the conversion loan shares, of which under certain circums stances, aspecially if there was no conversion into stock of the honsern, to to Ra 80 million would be returned; this would also take core of the taxes connected with the reduction in size of the honsern through the sale of Konzern stock. Or it can be taken cars of by paying the Ra 20 million income tax due on the issuence of the conversion loan shares and by leaving the tax question for I.s., and the stockholders open until the conversion loan of the entered agrees to the issuence of a conversion loan of the entered agrees to the issuence of a conversion loan of the entered S. S.O million or a part thereof, under the conditions set by the sufsichterate.

Obtained Selecte and Dr. v. Autorios are authorized to determine the details of the conversion lear and its issuence, as well as whether it sha be issued at all, and if so, at what date, even in case the a gotintions with the Seich Ministry of Finance along the lines of the proceeding proposal should yield no result.

64. Austing on 20. April 1966.

Dr. v. Ministrance gives the information that in the future the Pallas will only assume insurance risks on firms in which I.C. has a 75 % or higher interest. The Pallas will gradually dissolve the insurance centr ets made with firms in which the I.C. has a lesser interest, within the framework of the contract agreements. The Verstand agrees to this.

..........

b/Finance Questions.

Dr. v. MNIERIEN reports on the new convertible lorn and presents the loca conditions as they now appear in the version of draft 10 arted 28 June 1904. This draft 10 differe in a few points from draft 9 which formed the basis of the Vorstand's resolution dated 2 March 1944: so, for example, if in the case of exchange in Monzern shares for the purpose of compensation the dividend is taken "e - basis, the dividend profit of the Kennern shares in the immediately preceding years to not to be taken into consideration; further, the possibility of exchange is to begin later than provided for in Arrit 9, morely only ofter 10 years.

Further, the ogree ent which resulted with the Roich Finance Ministry mountine is explained; the originel ider of settling the tex of int connected with the issue (Ausreichung) of Konzern Sheros has been dropped. The I.G. on the contrary, page off with RE 20 mill.
the income and corporation trace crising in the case
of the shareholders in the opinion of the Reich Finance
Ministry by taking up the convertible loan to the nominel amount: Further the I.G. is free by paying a further RM 30 mill. in 3 yearly instalments to my off those trace too possibly raising in the orse of share-holders who keep books (buchfuchronic Aktionagre) in the event of the later conversion.

Dr. v. KNIERIEM refers further to the feet that by continuation of the momentary legal regulations and their treatment in the issue of subsidiary shares or wesible night/bd seen; that nevertheless the possibility of the surrender of Konzern sheres in to be provided for , eines conditions can change up to the moment when the exchange comes into question.

The Vorstand is in agreement and extends in forming of the loca conditions according to dreft 10 27tod 28 June 1944.

Cortified true copy of above document .

Horst IELCHIANN Attornoy.

#### AFFIDAVIT.

I, the undersigned Reinhard DITSCHER, residing in Eudwigehafen a.Rh., Gruenerstr. 10 have been duly warned that I render myself liable to punishment by delivering up a false affiliavit. I declare in lieu of arth that my statement corresponds to the truth and was made to be submitted in evidence to the Military Tribunal in the Palses of Justice in Nuormberg, Germany for case 6.

- 1.) As secretary, I have, for many years, been looking after private and personal affairs of Dr. you KNICHIEM, especially his income and tax affairs. Until 1942 I worked for Dr. you KNICHIEM as deputy of his former secretary, Herr ALEVATER. After the death of Herr ALEVATER in 1942 I then took ever the abovementioned work alone and I am still performing it to-day.
- 2.) On the basis of the particulars available to me, I have ascertained the taxable income of Dr. von ENIERIEM from work that was not independent (salary and parcentage of profits from the I.G. Parbenindustrie A.G.) in the years 1930 1944 inclusive, They amount

in the year 1930 to RM. 194.555.—
" " 1931 " " 177.034.-" " " 1932 " " 132.015.-" " " 1953 " " 119.860.--

in	the	yenr	1934	to	RM.	132.612
H	н	H	1935	10	n	132.680
H	0	79.	1936	46	- 10	161.240
H	D	10	1937	11	11	160.990
11	211	111	1938	10	11	175.074
39	11	Ü	1.939	17		178.333
11	71.	11	1940	W	11	179.083
ii	70		1941	K	Ü-	179.748
tt.	0	11	1942	17		179.366
n	-11		1943	n.	11	177.997
H	11	9	1944	11	.99	177.594

These rounts represent at any given time the entire professional income of Dr. won ENILEPH.

Ludwigshefen v. Rh., 10 December 1947.

Reinhard DIESCHER.

( pred - 2 - of the original )

I, attorney Priedrich SHCHER, Nucroberg, hereby certify and testify to the preceding sign-ture of Herr acinhard DITSCHER, Lucwigsh-fen a.Rh., as executed by his own hand before no in this very place.

Ludwigshofen c. Rh., 10 December 1947.

Priodrich SILCHER Attorney.

Defence Counsel at the Filitary Tribunal Mucroberg.

Certified true copy of above document .

Horst PELCKMANN. Attorney.

Total Compilation Of Patent Applications & Patents according to Country 1. In 1928 Suspension pie-Nitzogen 2. Reapplications 1938
Contamed in 19
3. Trade marks graphed Main Hydrogenstine 2. Respolication ! Branch I New Fields 2. Reap Inorganic Substances By-Products 2. Respetications, 193 1. IT 1768 JUSP. Process 2. Reupplications 1938
(contained in 1)
2. Trace marks granted) Rubber 1. In 1938 Susp. process 2. Reapplications 1938 Various 3. Trade may for granted Materials Engineering Reapplications 113
Accounts Trace marks orange Main 1. In 1928 susp. proces 2. Reapplications 19. Solvents Branch 77 Reapplications 19 Dyes Pharmaccut - 2. Reapplications, 1932 icals 3. Trade Tray to granted) Insecticides 2. Reapplications J. In 1938 sup process
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### Remarks:

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Bolivia (le), Colombia (ls, In, 6e), Esthonia (le), Irak (3s, an, 3e), Iran (2s, 2x, 2e), Para (ls, In, 4e), Trinidad (le)

Trinidad (le)

Esthonia (20), Belgian Congo (10), Latvia (75, 2m, 20), Lithuania (35, 2m, 70), Newfoundland (1s, 1m), New Zealand (55, 5m, 10), Rhodesia (10)

Federated Malay States (30), Straits Settlements (30)

Iran (10, In), Federated Maley States (10), Stratts

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le), Lithuania (le), Morros (1) 17,32, 10 (55, 37, 30)

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Gesamtaufstellung

über

Patentanmeldungen und Patente noch Ländern

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8	12	49	10		28	4	#			107	12	906	1153	1391	Danzig (la, fo, fa), Entional (be, in), Lattings (be, in), Galantinian Spans (16, 5 n, 6 a), Galantinian Spans
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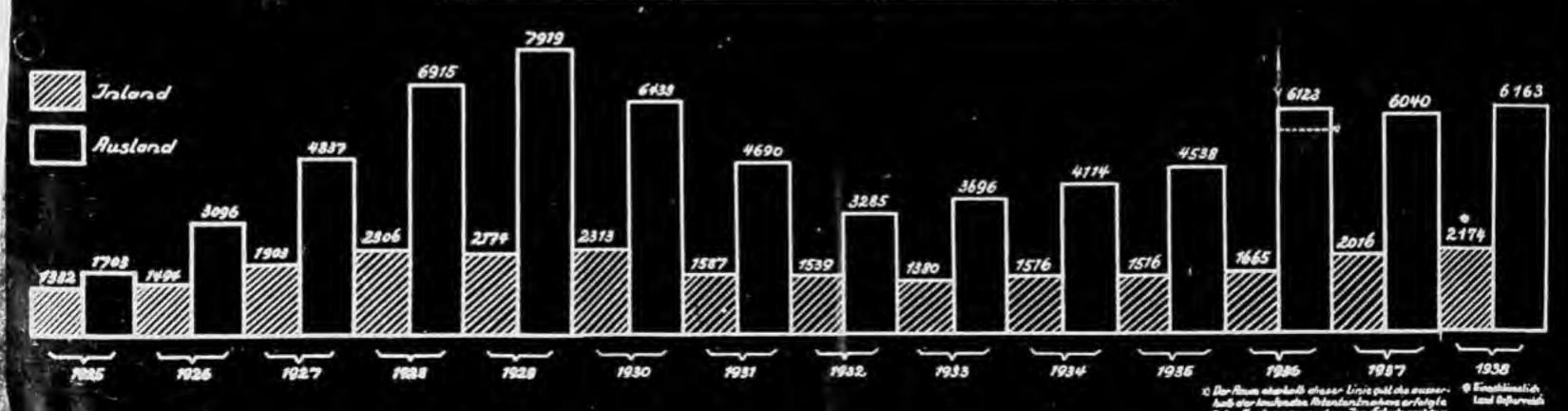
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# b) graphische Darstellung der Entwicklung in der J.G. insgesamt



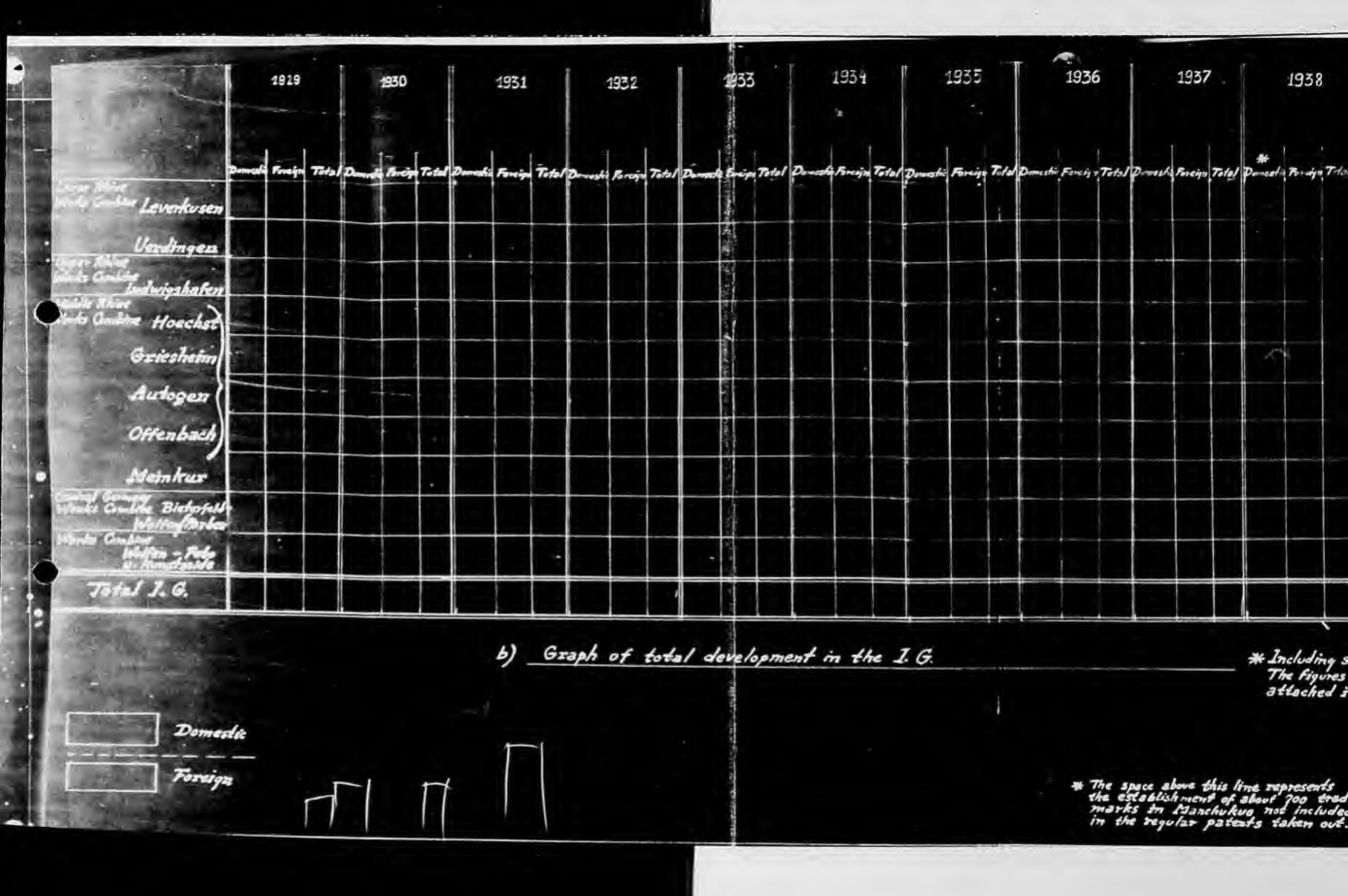
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Nideogen 2 Reapplication 1941 Suspension Process  Name of the Party of		Cost Rica (10), Roundor (10), Iran (10), San Salvador (10)
Branch I Hydrogenet - 2. Respection 1991 )		Bolivia (10), Esthenia (10), Irak (20), Iran (30, Colombia (20), Foru (40), Trinidad (10)
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Age-Products: Acapalization 1941		Sollies (30), Belgian Congo (10), Federaled Heley States (30), Perú (10, 10), Russia (33), Stanta Solliermends (30)
Products 3. Track grant products		Federaled Malay States (10), Aussia (51), Straits Sattlement's (10)
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# Entwicklung der Patentanmeldetätigkeit der J.G.

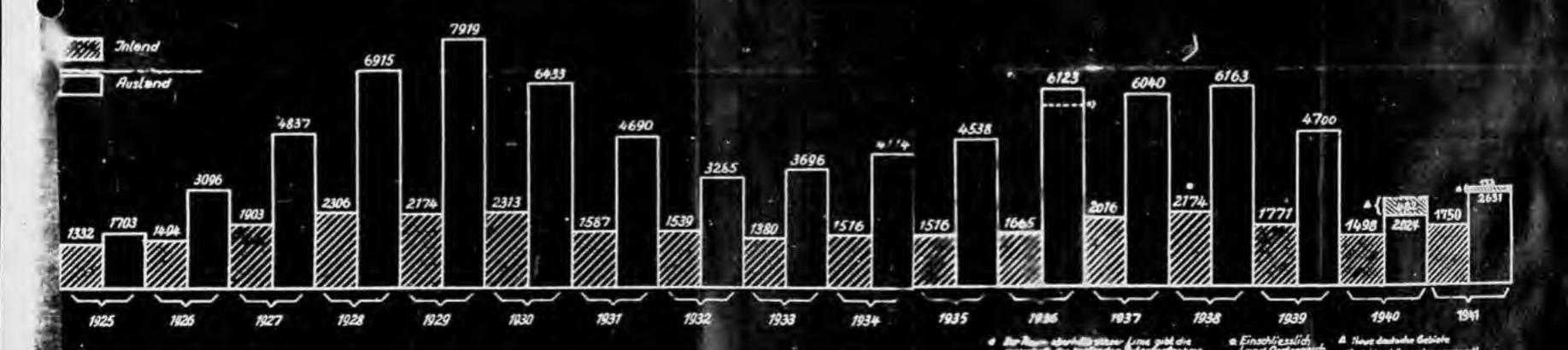
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 Einschliesslich Lund Gesterreid Bie Zahlen für Besterreich sind in () beigefügt

# b) graphische Darstellung der Entwicklung in der J.G. insgesamt

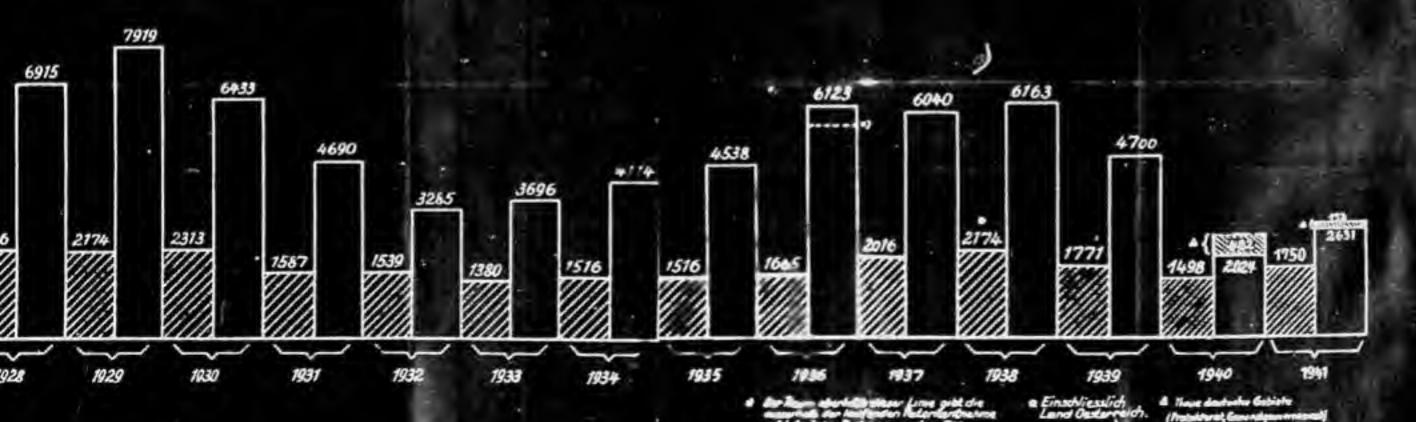


## a) untergeteilt nach Patentabteilungen.

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321	539	860	310	376	686	349	+69	818	360	446	816	315	763	1078	279	630	917	319	824	1743	333	1126	1459	2890	9.09	1278	273	767	1040	200	89			249	_	607	
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e Einschliesslich Land Dedormen Jie Zatten für Gesterreich sind in () beweitigt

# b) graphische Darstellung der Entwicklung in der J.G. insgesamt



DOCUMENT BOOK I KNIERIEM DOCUMENT No. 8

#### Affidavit.

I, the undersigned Elieabeth Heindel, Heidelberg, Bergetr. 76 n, have been warned that I should render nyself liable to punishment by delivering up a false affidavit. I declars in lieu of oath that 'r' statements correspond to the truth and were made to be submitted in evidence to Military Tribunal No. 6 at the Palses of Justice at I combard, Germany.

Since I Harch, I am complayed as a clock in the Patent Department of the Badische Amilia- & Soda - Fabrik, formerly I.C. Farbonindustric A.G., at Ludwigshefen on the Emino.

The attached "Survey of the Patents Applications of the I.G. Paramindustrie A.G. in the years 1925-1941", is an exact and correct compilation from the official patent a attaches of the I.G. Parbonindustrie A.C. available to forthe years 1925 to 1941, the last year for which complete statistics were made.

I, horoby, secure the truth and porrectness of the above atatocouts. Indulation on the Baine, 10 December 1947

signed: Elianboth Reinfel

I, Attorney Friedrich Silcher, Nuoraborg, cortify and attest horovy the above signature of Fraculin Elisaboth Reindel, reiding at Teldeb-borg, Borgatrasse 76 a, as executed here before me with her own Lend.

Ludwigshafon/Rhine, 10 December 1947

Friedrich Silcher Defense Counsel at the Military Tribunal, Maernberg

DOCUMENT BOOK I KTIERIEM DOCUMENT To. 3

B96

#### Sarvey of the Patent Appliantions of the I.G. Earbonindustrie for the rooms 1925-1941.

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DOCUMENT BOOK I KNIERIEM DOCUMENT No. 8

Cortified true copy of above document. Numbers, 16 January 1948

> Horst Polkmann Attornoy at Law

DOCUMENT BOOK I MINISTER

#### CERTIFICATE OF TRANSLATION

25 January 1948

We, Josef E. Goeser, AGO No. B 397993, Robert Hofmann, AGO No. 20162, Herr Flack Perry, AGO No. 20136, Adolph Lusthaus, AGO No. B 398010, John B. Hobinson, AGO No. X-046350 and Hanns Gleichman, AGO No. 1445029, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book I Emierica.

Joseph E. Goeser AGO No. B 397993 AGO No. 20162

Mary Flock Perry AGO No. 20136 Adolph Lusthmus A70 No. B 398010

John B. Robinson AGO Fo. X 046350 Hrnne Gleichman 400 No. A 443029

#### C. TIFICAR OF TRANSLE ICH

21 January 1948

We, Joseph G. Goeser, B 397993; Robert Herfmann; 20162, Hanns Ed: Gleichman , A-443029, Adolph Lusthaus, B 398010, Mary Flack Perry, 20136 and John B. Robinson, X-046350 heroby certify that we are suly appointed translators for the Cerman and English languages and that the above is a true and correct translation of the Document Book I Enjoyees.

Forms M. Cloichan .br. Thack Forry, 20136 A-443029

Molph Lustheus 3 396010

Robert Toffmann 20162

John T. Robinson Joseph 14 Godsor, 1-046350 B 397993

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Care 6 Defense

TRANSLATION OF DOC. BOOK 2, YOU KNIERIEM OFFICE OF CHIEF OF COURSEL FOR WAR CRIMES

TRIBUNAL VI

Case VI

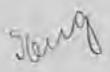
DOCUMENT BOOK II

for

Dr. August von ENIERIEM
Doc. No. 9 - 12; pages 69 to 120

submitted by the defense counsel .

Horst PELCEMANN attorney-at-law





# TRANSLATION OF LOC.BOOK 2, . . , ENTERIEN CONTINUED

Table of Content to Doc. Hook II for Lr. von ENIERIAN, Case VI

No.	No.	Content	page
9		ffidevit of tr.Kerl HOLLERM.NN, Heidelberg: ethods applied by I.G. for keeping secret patent applications, patents and experiences in general; also cooperation with Vermittlungs- stelle (I.G.'s Military Lisison Office) W; interchange of experiences by agree- ment with foreign partners	69-07
10		Extract from the provisions of the German senal Code on High Treason (against the country), in the version valid until 1934.	98-99
11		Extracts from a presentation of facts (Denkschrift) compiled by the Frussian ministry of Justice, entitled "Metional Socialist Fenal Law" of 1933 a) supplementary regulations on high treason (page 29) b) soppomic high treason (page 75) c) action of penal laws (page 127)	100-105
12		I.O.'s letter tor the Keich Minister of Justice, dated 22 hovember 1953, dictable and signed by Dr.v. Knierien, A most sernest warning is given lest by overtraining the regulations the communication of technical experiences to foreign countries be rendered impossible. The proposed regulations were to become law a continuation of business intercourse with foreign countries would henceforth hardly be possible for a world undertaking such as the I.G. The eventual imposibility of complying with the terms of foreign	Ir.
		agreements would enteil unfathemable dangers.	106-126

THAN SLATION OF LOC. BOOK 2, No. 9, REVIEWED

### Affiderit.

- I, the undersigned Lr. Harl Holdermann, ceidelberg, No. 64 Schroederstrasse, have been warned that I am liable to punishment for making a false statement. I declare on eath that my statements are the truth and that they were made to be submitted as evidence to the Lilitary ribunal No. VI, in the salade of Justice, Nuermberg, Germany.
- 1.) I was born in 1882 at Karlsruhe, andon; I atuadied obemistry at the Isabnical College in Sarlsruhe, in 1040 I graduated for a diploma as doctor of engineering; with distinction; I entered the employment of Badische Anilin- a Soda Fabrik, Ludwigshafen a.Rh., worked in their patent department, became a proburist in 1920, Director and head of the patent department in 1929, which I remained until the end of 1946 on my retirement on a pension.
- 2.) In the following I shall describe the methods applied by I.G. Forbenindustrie, for keeping patent applications, patent and experiences in general secret, further the cooperation with the Vernittlumgswells with foreign partners, as well as the compulsory licensing of patents. In that respect I take as my basis the experiences of I.V. Forben's futent Lapartment of the lorks at Ludwigshafen (Eddische equilia & Soda-Fabrik) since I am not fully familiar with the experiences of there patent departments of the I.W. morks, except for some more general questions which were discussed in meetings of the fatent Commission, Important details were not discussed at such conferences since no difficulties process in the intercourse with the Vermittlumgsstelle, some of these matters are being referred to in the following, the experiences of the Ludwigshafen fatent Department also comprise the Loure land whose potent matters were meeted by Ludwigshafen and where a considerable portion of the petent applications handled by Ludwigshafen, originated
- 3.) be question of scorecy came up for us first in the shape of a form which was being sent to us by the fetent Office, to dh or with priority certificates for which we had asked proparatory to the Miling of foreign patent applications. This was about the end of 1934. The form was revised about the middle of 1935 to provide for more detail, both forms are enclosed as attach ments 1 and 2.

(page 2 of original)
The amended prographs 68 and Following of the Isnal Gods, as raferred to in the forms, are being cited in analosare 3, as for as
they are relevant.

when these regulations came out all the members of the latent topartment were called to other a resther all had to deal with
matters possibly concerned with the provisions which were very
for-reaching is scape and probably would be subject to very
broad interpretation. The regulations were read to them, and each
one of them had to signify by his signature that he had taken
notice. Tembers who joined at a later date,

TRANSLATION OF LOC.BOOK 2, No. 9, ENTERIEM

Here asked individually for their pledge.

at about the same time, or a few months later, we learned that a representative of the army Ordnance O fice (decreases from time to (HMA) came to the exhibit hall of the Fatent Office from time to time and that he perused there the new applications; if my recollection is correct that was merely done with a view to abording their suitability for communication abroad by courseponding applications filed abroad. The lettent office also sent applications to HMA direct when they noward a certain subject, in particular labricants, Butadone, or plestics, according to information received from Dr. Nuclear-Camradi, deted 27 June 1935, Dr. Brauns-colfen, of 25 July 1935, and Dr. Ritter, Berlin, of 5 august 1935.

Incidental to a business visit to perlin, birector br. Nuclear-Gunradi (who died in 1945) discussed at maichsluftfattministerium (Elkimolob air Ministry) the disclosure of new patent applications, to which we were committed by reason of our agreement with Standard Oil Co. at that time he was told that HLE itself is making an examination at the fatent Office of patent applications which had been published to determine their suitability for publication abroad. Semanacum of 27 June 1935 by Director br. Nuclear-Cunradi informed us that Had (army transmiss Office) and HLE (with air Ministry) are proposing in the future to make use of their nuthority to desire patents secret (were appropriately; of the demands for converting them into searet patents). That there must be no directivention of the by finding some way for bringing those applications to the knowledge of people abroad, shortly after they were filed ( point by this was the interchange with foreign contract partners

#### (page 5 of original)

or the filing of foreign putent applications). In a supplement deted 3 July 1935, our interchange of experiences with Standard Vil Co, was underlined. That becomes of such interchange the RM: are proposing the undertake a comprehensive and well-timed search of I.G. applications and that I.G., in turn, would be expected to make suggestion as to safeguards, as a result of potent applications likely to be of the kind which was to be kept search, having to be passed on by the Webrancht affices, the 2-conth time limit agreed upon with Standard Oil Co. for the accommissation of new potent applications could no longer be kept in sany instances, since a decision by government applications took a such longer time. We also adopted the practice filling our applications in angland at the end of the union year (Unionsjahr), under the German priority, rather than file them as ordinary applications at the corlinat possible date after the German applications at the corlinat possible

Since it was not procticable in each case to have someone take a trip to Berlin to expedite matters with OKH (High Command of the army) we approached someone of our firm who worked there for our firm (if I remember correctly with Professor Krauch), and who could present our wishes personally or by telephone.

a disturbing factor was the fact - as soon transpired - that with the schrmacht (armed forces) three offices were competent for the examination of potent applications (RLM, OKH, Novy) all of whom had to be consulted and whose replies

# Than SLATION OF DOC. BOOK 2, NO. 9, KNIERIEL CONTINUED

had to be awsited. The Verstand of the firm was therefore approached with the request to bring their influence to bear that - similar to the errangement existing with I.G. where an office has been given competency for negotiations (at that time Lr. Ritter for nitrogen and oil; Dr. v. Bruening for dye stuffs and pharmaceuticals) - in the case of the three-pron ed chronoht likewise one single office to made competent (refer to conference report of 13 September 1935, enclosure 4). ...s an outcome of this Lr. von Knicrian reported in the meeting of the setent Commission of 23 September 1935 on a discussion with Golonel Thomas, the Chief of the semwirtschaftsomt (military Economics Office), in the course of which this request was made (confeaure 5). According to subsequent information given by Dr. von Knierian, dated 18 October 1935, a control office was breated in the seigh mer Ministry, along the lines requested (colonness 6). The procedure is covered by the minutes on the meeting detect 4 Lecomber 1936 (amelousers 7).

### (page 4 of original)

secret and which we mished to 'He abroad (after the outbreek of the war only neutral countries come into question and, with the page-pation of France, that country again), we thereafter sont to Vermittlung stells a specification, to sther with a report setting forth the facts and explaining why in our opinion it is forsible to rake the applications known in foreign countries. Vermit lunguatelle thereupon contacted the three armed forces branches and advised us of the result (compare our letter of 4 November 1935, emclosure 6). In order to make sure that nothing be divulged which was not permitted, and therefore to subject to punishment, we also sent the Vermittlunguatelle itself might be able to examine which applications, our high entire fields, might possibly come order the sourcey requirement because it was not possible to obtain detailed directives regarding them. Pressure hydration, properly specking, - as agreed upon with Vermittlunguatelle - was not considered to some under the secrecy requirement because its occupance importance was predominent, but merely special forms of production, for instance, eviction gasoline.

according the letter of Vermittlungestelle, dated 4 *comber 1936, the respective patent applications were forwarded by them to the war Economics staff which them ands it its business to forward them to the 3 branches of the Johrnocht. As a manus of expeciting matters Vermittlungestelle went even further than that and also made contact with the mahrmocht branches directly. Also, whenever Vermittlungestelle became overe by experience that the subject of an application need not densidered secret, it desisted from passing it on and it notified the satent Department accordingly.

The swarch by the Vermittlungsstelle and by the mehrmacht effices, remedively, (to which et a later date a fourth agency was added, that of OMw - German high Command) resulted in most of our applications submitted for publication and for the purpose of filing abroad in the purpose of f

being released. The factual arguments advanced by us in each individual case contributed a good deal to this outcome and, if we could possibly find a way of reconciling it in one way or other with the protection of the interests of the country.

(page 5 of original)

we slwsys - because of our commitments for the interchance of experiences - formulated them in such feathion that a release could be expected, finel responsibility fell upon us in any case, even when the application was released, as an example let us say, we claimed that the invention constituted serely as insignificant improvement sever well known methods which scorner or later would be brought out in foreign countries anyhow so that refraining from protection would merely result in a harmful effect for us without benefit to the purported opponent. As regards the portion on which it was decided that matters must be kept secret (in terms of figures a small number) the rolling in regard to their major portion merely was that they must not be published, and the portion which in terms of figures was the smallest was sesigned to the helph, whereupon a secret patent was granted.

assignment to the melch, since, according to art. 30.5 of the patent law, it sould be granted to the melch only, or to a melch Traffic (Limison?) agoncy (melchaver cobrematalt).

art. 30.5 of the patent lew deted 5 key 1936 provides:
"whenever a patent is being solicited by the weigh or an independent
Keich Traffic agency for reasons involving the defense of the country
it is being granted upon request and without being published. In
such a case patent registration will likewise not be made."

In its meaning above mentioned article in the potent low of 1991 several the same thing as writicle 23, I are graph 5 does, proper for the words "or of an independent a sink Ireffic agency where inserted in 1936. It then read, of the potent Law of lent covered the time subject on the above mentioned Paragraph secart for the words 'may an independent Reich Traffic Agency when where inserted in 1936. If there read:

article 23, paragraph 51

If a petent is involved which is being sought in the name of the leich government, on behalf of the army, or the liavy, the patent will be granted on application, without publication. In such an instance patent registration is also omitted."

whenever secrecy was desended, we received a communication as per enclosure 9 which shows a communication deted 20 May 1936, picked at random as a sample. (The wording of the address shows at the same time that in patent metters communications were handled by Vermittlungastelle 2 of I.G.)

### (page 6 of original)

Upon the receipt of such communication we applied for formal transfer of the application to the wolch while the meeting of patent obligations, the payment of fees and the like, was followed up by

TRANSLATION OF LOC.BOOK 2, No. 9, KNIERIEM CONTINUED

our office since we remained liable for such obligations. In no instances did we withdraw an application merely because it was secret as otherwise we would have lost our rights of priority, and other rights. Maybe that the ashrmacht would have promised us compensation for such losses which, however,

# THAN SLATION OF LOC.BOOK 2, KO. 9, KHIERIEN CO. TIMUED

would have helped as very little, since the dame to could not in possibly be calculated in terms of money, nor could it have been compensated for in terms of money. Althogether 468 patent, applications of Ludwigshafen (and of Leune) - the figures for other 1.6, plants are not known to us - were declared to come under the secrecy class during a period (1934 to 1944) in the course of which a total of 6810 patent applications were filed in Ludwigshafen. Of the 468 patent applications 118 were converted into patents. The requirement of secrecy was domanded practically speakin, not until after the outbreak of wer, from them on increasing steadily, and finally resulted in a situation where the fatent Office was no longer in a position to carry through the search in time for a docision on the publication of the applications. Applications covering objects not of atrategic importance, such as dyestuffs, were no longer dealt with at all, towards the end.

x) Note: Of the 116 secret patents 20 pertain to the period to the end of 1939; 20 additional mass to the period ending 1941; 78 additional ones were granted by the end of 1944; 70 of them (i.e.60%) concern the field of coal and oil.

The question of compensation for lesses which might have resulted from accreey requirements - i.e. by reason of the fact that such inventions were patented by forcigners abroad while we were excluded - come never up in a concrete case all the more so as we do not know the patents granted in forcign countries during the wer; as already mentioned it would hardly have been possible to estimate those lesses, hid they arise and the outcome of the marking the mention rendered the question of compensation irrelevant.

For the utilization of inventions which were kept secret. To the extent that licenses were granted to other firms, for instance on synthetic lubricating oil, the compensation would have been included in the license fee, New matters were headled in other instances -

#### (pup 7 of original)

when certain chancel sucatances were produced in plants or were upon requests of the moich - is senething which I do not know. Of most of the secret petents it might be safe to assume that they never found practical application, thus disposing of the question of compensation. In other cases the HIM and other government agencies apparently demanded a opoling of patents or the staring of licenses; the formulation of such agreements was an several occasions up for discussion, in meetings of the latent Commission.

enother way open - aside from the transfer to the moich for the granting of a secret patent - was to suspend the application for an indefinite period of time after its publication had been decided upon, a deviation from art. 30,4 of the petent law (which provides for a maximum period of suspension of 6 months) which was created by art. 6 of V.O. (Verordnungs decree) dated I September 1935 we or the examining offices of the retent Office also made use of this possibility.

4.) analogous to Garmany secret patents bearing on the defense of the country were subject to regulations in England and France also and, towards the very and

# TRANSLATION OF LOC.BOOK 2, No. 9, KNIERIEN CONTINUED

else in the United States of America (other countries of less importance are not being considered here).

according to article 30 of the patent luw the inventor can ask for a secret patent in England; in its most pertinent aspect the article reads as follows:

- "(1) The inventor of any improvement in instruments or munitions of wer may (either for or without valuable consideration) assign to the Georetary of State for war or admiralty on behalf of His Majesty all the benefit of the invention and of any patent obtained or to be obtained for the invention; and the Socretary of State or the admiralty may be a party to the assignment.
- (3) where any such assignment has been made, the Secretary of State or the Edmirelty may at any time before the publication of the complete specification certify to the Compreher that, in the interest of the public service, the particulars of the invention and of the manner in which it is to be performed should be kept secret.
- (D) We copy of any specification or other occument or drawing, by this section required to be placed in a secled packet, shall in any manner whatever be published or open to the inspection of the public, but, save as in this section otherwise sirected, the provisions of this act shall apply in respect of any such invention and potent as doresaid."

#### (page 8 of original)

In connection her with the Pritish Patent Scrette, a weekly publication which since 1922, and at least until the end of 1943, which is the date efter which this publication no longer received no - carried is such issue the following:" Notice to inventors:"

"The attention of applicants for potents is drawn to the desirabi of evolding publication of inventions in cases where the invention relates to musitions of wer as defined in the "fficial "corets wets, 1911 and 1920.

In such cases, efter ledging an emplication at the Patent Office and thus obtaining protection, the invention is sevised to submit the details of his invention confidentially to the departments concerned, i.e. edmiralty, war Office, or air ministry, in good time before publication takes place, in order that, if considered necessary by such departments, stops may be taken for the invention only patent to be granted thereon, to be kept secret, under the provisions of Section 30 of the fatents and besigns sets, 1007 to 1932, on such torus as any be arranged." (Enclosure 10).

it may be assumed that the invention who disregarded this warning would be held responsible under other laws.

Not until the law of 30 October 1935 came out (the patent law itself dates from 1844) did it become possible in France

# TRANSLATION OF LOC.BOOK 2, No. 9, KNIEKIE

that inventions which are of importance to national defense could be granted without publication. The state had authority to confiscate them antirely or in part against compensation (Blott fuer atent - etc. mesen - hour Bulletin on potent matters and related subjects) 1935,192). The law of 17 June 1938 decreed that the transfer of such inventions to foreign countries enterly punishment (Blott 1939,7). There are other similar regulations of 29 November 1939, refer to Blott 1940, 75.

By reason of the law of 1 July 1040 (Blatt 1040,189) the Tresident in the United States of America was empowered to suspend the granting of a patent (thus to keep the invention secret) if its publication should be projected wish to public security. The applient may grant to the government a permit to use the invention trained or measurement of the United States on 12 September 1940, according to which a provided this in the interest of the defense of the country - the provided this in the interest of the defense of the country - the provided that authority to forbid an expertation of military equipment and the like, or of supplies (seatendtellen) for their production, servicing or utilization; also of drawings, descriptions and other decuments containing descriptive or technical information of any kind (remarks therefore also potent applied tous!)

### (page 5 of ori incl)

(werning of \$ 10,000 fin. or 2 years imprisonment, or both); initially the following to products were turned to once under testemption: lubricating oil, lund tetre othyl. Sincile, by law of 21 august 1941 the filing of applications in foreign countries in conoral is oltated to the foreign or published without prior purmission (Blatt 1941, 126).

5.) aside from the provision for scenar patents there exist in Germany ent in other countries provisions according to which coverments (and private individuals) may be a abled to exploit patents should this be in the public interest. In Germany art. 8 and 15, of the petent less of 1936 are relevant to this, art. 8, sentences 1 to 3: "the petent will not become effective below the according to a decision by the acid Government, the invention is to be utilized for the furtherence of the mellars of the metion. It further some not apply to the exploitation of an invention which for the purposes of the defense of the country, was made, the request or by order of the heigh airlistor, or by the competent overnment a made a uncer his jurisfication. In such a case, however, the inventor is entitled to due compensation by the scioh and it shall be stablished in a court of law accorded of mutual agreement."

art. 15: (1) If the owner of a patent refuses to permit the use of the invention to enother person who effors to pay recounte compensation and security therefore the authorization for the use of the invention can be grated to him (compulsory liberse) if the weich covernment pronounces that permission is required to safeguard, nation interests and provided that at least three years have clapsed since the grant of the petent was published. The authority may be restricted and they be made conditional on terms.

5 1

# TRESTATION OF DOOUGHT -BOOK 2 No. 9 KNIERIEL

(2) The patent is to be withdrawn, provided there are no State treaties opposing it, if the invention is employed or in the main being exploited outside the German Roich. The patent may not be withdrawn intil two years have elapsed since the legally valid issue of a compulsory license and the mithdrawn may only be requested if the Roich Government declares that the interests of the national community (Vollegemoinschaft) can no longer be adequately served by issuing compulsory licenses; however, these restrictions do not apply to the nationals of a foreign state which does not provide for reciprocity in this respect. The conveyance

### (page 10 or original)

of the patent rights to another serson is legally invalid whenever the purpose of such action is merely to evade the withdrawal of the patent."

Both provisions had stresdy been contained in substantially the same terms in the Patent Law of 1891, quote:

Article 5, paragraph 2: "Further, the potent is not valid wherever the invention, pursuant to a decision of the Reich Chancellor, is to be used for the Army or the Nevy or otherwise in the interest of the public solfare. In such a case, however, the holder of the patent has a claim against the Reich or against the State which has applied for the limitation of the patent rights in its own special interest. Such compound tion is to be determined by logal methods in the absence of any understanding thereon."

Article il: "The patent may be at the drawn after the expiration of three years beginning on the day that notice was given regarding the granting of the patent (Article 27, paragraph 1), provided that:

- 1. the holder of the patent neglects to telm reasonable steps to exploit the invention at home, or at least to do everything necessary to enfoguerd its exploidation;
- F, it would seem advisable in the public interest to great the permession to use the invention to other persons but the holder of the petent refuses to grant such permission in return for a reasonable compensation and adequate guarantee."

Compulsory license and compulsory exploitation as provided in the patent laws of all other countries are not known in the USA. On occasion attempts he we also been made in the USA to have the compulsory exploitation incorporated into the law. Londers of the Congress submitted drufts of laws for this purpose, which, as far as I remember, were referred to as the "Mann" Bill and the "Paige" Bill respectively, but which were not adopted.

gether with the provisions for increased severity in the Griminal Gode (Article 28 and following) naturally confront us with the questions of to that extent the obligations which are set forth in agreements regarding the obligations to communicate inventions could be adhered to. Such obligations were contained in many agreements, often in connection with an exchange of inventions by the other party.

# TRANSLATION OF DCC.-BOOK 2No. 9 REIERTEN

With regard to the interchange of experience by agreement with firms of foreign countries, the only statements that I can make on the basis of my own information are such as affect patents or are connected with patents. Furthly technical informations - especially in the field of oil hydrogenation -

(page li of original)

Frequently did not go through the Patent Deport ent, but directly from the vorte department concerned to the Foreign partners in agreement.

With rejord to patent rights compected with the interchange of experience, there were agreements, for example, with the Standard Oil Co. or the organization for joint intorests which served as an intermediary, the Standard-I.O Co., with the International Hydrogenation Patricks So. in the Eagle, which was expetent for countries outside of the American, in the field of coal and oil hydrogenation: with Rochs ( Essa Cp. in Philadelphia, Pa., in the field of synthetic tenning and certain synthetic materials; with the English Pollopes Fetents Dimited in London and the American Unite Corporation, Montoleir, M.J., later the Plankon Co., Folodo, Chia, in the Field of uras plantics; also, with another intermediumy company of the Sindard Oll Co., the Jasco Co. in New York, M.Y., in the field of paraffin conduction, acetaldehydes for acetic acid and futadene (Buna) and poly-isobutylens (copanols). The agreement with the Standard oil Sc. grovided for an exchange of new patient applications at a very early date; in the field of oil, for example, we early Am after two or three months, or long before the part ouler patent had been granted or any other notice had been given, in fact even before notification had been received from the fatent fiffice. This interchange was adhered to with painstaking accuracy and practiced until shortly before the outbreak of the nor Ath the USA. A special patent engineer (Dr. Eax Meterl) was charged with the olecking m d celection of the petent applications; a special secretary (Fraculain Olga Hounda) gave her time exclusively to this interchange; and the bulk of the time of a high office official (Herr dilbela Scherer) . was required for the same matter, including the registration und the formarding for further action of the putent applications of the foreign partners to the agreements and their licenses which were received from the USA and the Shaue in reciprocation. The patent applications of the entire I.S. were reviewed every week for the purpose of finding whather they applied to the term tory of the agreement in whole or in part or even morely had any contact with it, and the applications selected in this manner were sent in a number of copies to the York and to the Hegue. We in turn very frequently received from there expires or photocopies of patent applications which had been filed by the Standard Oil Co. in the purview of the agreement. Then we wished to file corresponding applications in

#### (page 12 of originals)

Standard Oil Co. would send us all the necessary documents upon request, and we on our part would processe here the applications which the Standard Oil Co. wished to file in the USA on the basis of our inventions, and we would send then in finished form to New York. This was a simpler rathed because of the required signatures of the inventors, the attestations by the Consul, etc. As already mantioned, this procedure of interchange was practiced until late in the year 1941.

#### THE TSLL TICH OF P.CC. - BOCK 8 No. 9 EXILERISH CONTINUED

Because of the necessary reviewing in Ferlin of the question of maintaining secrecy, which we were compelled to have done by reason of the increased severity of the penal provisions (Article 88 and following of the Griminal Code), in some cases the exchange was delayed beyond the agreed period of two to three months. The number of applications entirely prohibited for interchange by the secrecy provision and very small throughout.

I happen to know that provisions were made for the interchange by having experts, who had been sent by the Standard Cil Co., the International Mydrogenation Forests Co. (His) and the ICI, on constant service in the operations section of the "Righ Freezure Experiments" Department, where the new inventions in the field of noal and oil hydrogenation were being developed. There they observed all the operations and discussed than with its I.I. people. Of the names of the foreign representatives I still recell those of ir. adjury and ir. Feek of the Standard Cil Co., and Mr. Steiner of the ICF. I also made the personal acquaintance of these gentlemen on the occasion of emferences. I do not know exactly how long these, and perhaps other persons (they mere relieved by others from time to time), were in lunwighted in . Each of them may have been there neveral years.

From 1996 on, because of the increased severity of the provide one of the possible on treaton (see appendix 3), we had/subsit to and await the results of checking by the military authorities (represented by the Verittingratelle W); however, as already mentioned, we always atrove so to in the new the decision by means of a suitable representation of the subject. _ concistent this Whoteless of our americane, that we have allowed to disclose the information to our termers in the agreement and to make the application in the fereign country, a result moreover, which we prectically always were able to achieve. In this action we were motivated by the endeavor to faithfully mest our obligations under the agreement, partly because

### (page 13 of original)

this use our besinese tradition in any case, and partly because we did not can't to proportize the continued existence of the agreement or because we would to avoid claims for damages which would have been made to muse of the incoplete interchange of experience.

I would also like to state that at the end of 1856 Me had made an agreement with the British industrial flustics itd. Oldbury, England, with regard to our experiences with Enwrit plue; the process of production was demonstrated in complete detail in had-wiselefon, although this product, as for as I am informed, had great importance for simpleme propellors. The Vermittlungsstelle to which we substituted our inquiry and which thereupen made further inquiries to its can satisfaction, informed us that no objection would be raised against the agreement. Intil shortly before the outbreak of the war royalties were regularly paid to us. Moreover, in the first months or 1939 we demonstrated our process of producing styrol and polystyrol to a seven-member commission of the United States Firm of he fort, in Wilmington, Pol., after an agreement had been entered repording this process at the end of 1938. The commission received, down to the last details, instructions, information, and the like, beginning with the production of

#### TRANSLATION OF DOD. -BOOK 2 No. 9 KNIERIEN CONTINUED

Acthylone, then sethyl benrols, its conversion into styrol and the polymerication of the latter. Also, at the beginning of 1939, at about the same time, detailed information was imported to a commission of the Stendard Cil Co. on the production of Butedene from Buten or Butylone, by the clorine process, under the Jasco agreement and the arrangement for the interchange of experience on the Buna process based on that agreement. I am cortain that all our foreign partners to the agreements had the greatest confidence in us with regard to our loyalty in keeping the agreements, as we on our part, moreover, more always on the best of terms with our foreign partners.

7) In conclusion, some additional statements on the subject of patents in general:

The number of the I.G. potents granted in all countries combined was 38,465 at the end of 1941 (the year of the last statisties). Of these there were in:

Gormany USA England France (without the attached territories) 5564 6827 5755 3857.

In the case of England and Prance the above figures include these existing patents which were would when the mer began, but for which the annual regulation could no longer be paid because of the war.

### (pego 14 of original)

The strikingly large number of the USA petents is explained as follows: In all other countries outside the USA fees must be paid which increase annually; consequently, petents which turn out to be unimportent are dropped. In the USA, on the other hand, only an initial fee must be paid. Therefore, even petents in the USA which are recognized as worthless are allowed to continue in affect, a uply because they enterly no expense.

The potent laws of many comtribe contain special provisions for chamical products, in so far as as rights are granted for the new products themselves (it is different for machines). In these committees only a specific process of production and the product resulting from this specific process are protected, so that the particular product may be produced by some other process; this is ture, for example, in the case of Germany, England, Holland, and Switzerland. Other countries, such as the USA, have the stricter form of potent protection of the material itself as well.

6.) I hereby wouch for the recurrey and truth of the above statements and the accurate reproduction of the material in the ten appendices.

Ludwigshe fon on the Rhine, 10 Dec mb r 1947 Dr. Mari Held rmenn TRUISLATION OF DOOU. BOOK 2 No. 9 KNIERIAN

I, Friedrich Silcher, Attorney at law, Mormberg, hereby certify and attest the above signature of Dr. Earl Holdermann, residing in Heidelberg, Schrooderstresse 84, as having been ands here in my presence.

Ludwigshofen on the Shine, 16 December 1947

Friedrich Silebor Attorney at Law Before Counsel, Miletery Tribunal Nuomborg

out of the experience

TRANSLATION OF DOC.-BOOK 2 No.9 KRIERIEN CONTINUED

Appondix 1

### 0007.

"The drawing upof this cortification does not affect the obligations contained in the provisions of the Criminal Gode against high treason (Article 88 and following of the Law as revised on 24 April 1934 -Heigh Gasette, Fort I No. 47, page 341)."

X. 1934.1000

I, Friedrich Sileher, Attorney at law, Nuemberg, certify that the above copy is a verbatim and accurate reproduction of the original document which was presented to me.

Ludwigshefor on the Rhine, 9 December 1947.

Friedrich Silcher
Attornoy at Low
Defense Counsel, Military Tribunal
Nuomberg

Signed as Appendix 1 to my affidevit of 10 December 1947.

Dr. Morl Holdormann

TRANSLATION OF DOC.-BOOK 2 No. 9 KNIERIEM CONTINUED

Appendix 2

### Copy.

The issue by the Reich Fetent Office of the certificate of priority applied for, is in no way to be considered as an official declaration to the effect that the authorities of the German Reich necessarily approve the application abroad for the same patent. On the contrary, inevery case, the applicant himself must take the responsibility of deciding whether there is any objection to lodging the application in a foreign country according to the provisions of the Criminal Code against high treasm (Article 88 and following in the law se smended on 24 April 1934 - Reich Gazette I No. 47, pager 341).

In cases of doubt it is recommended that, allowing for a reasonable period for investigation (about two months), inquiries be instituted, quoting the file reference of the Patent Office and the necessary datails, at the competent limistries as to whether the interests of the Reich, especially national defense, would be prejudiced as a result of the disclosure and application abroad.

For the purposes/national defence the following offices are concorned with inventions:

for the Army:

Reich Ministry of War Army Ordnance Office, Branch 3 of Development and Tosting Group Burlin W 35, Tirpitsufer 72-76;

for the Havys

Reich Ministry of War Novy Reedquarters, Berlin W 35 Tirpitrufor 72-76;

for Aviation:

Roich Air Uinistry Borlin # 8. Bohrenstrasse 66.

Routing slip VI. 35.3000

I, Friedrich Silcher, Mormberg, certify that the above copy is a verbatic and accurate reproduction of the original document which was presented to me.
Ludwigehafen on the Rhine, 9 December 1947

Friedrich Silober Attorney at Law and Defense Counsel Hilitary Tribunal Exernberg

Signed as Appendix 2 to my affidavit of 10 December 1947.

Ludwigshafon on the Rhine, 10 December 1947

Dr. Karl Holdermann

TRANSLATION OF DOG.-BOOK, No.9 ENTERTENI
CONTINUED

Enclosure 5.

Extracts of Articles 86 and fell of the Reich Criminal Code Paragr. Treason as formula tod in the law of 24 April 1934.

#### Article 88.

Top secrets in the meaning of the provisions of this section are written documents, drawings, other objects, facts or news of the same, the keeping secret of which from a foreign government is necessary for the safety of the Reich, especially in the interest of national defense.

Treason in the mening of the provisions of this section consists in deliberately engagering the safety of the Reich by giving away a top secret, especially to a foreign government or to someone working for a foreign government, or by making it known publicly.

#### Lettela 89.

Theover tries to divulge a top scorot will be punished by death.

#### Article 90

Whoover tries to obtain a top secret for purposes of divilging the same will be punished by dueth or life imprisonment.

#### Articlo 90 o.

Whoever contents a foreign government or a person in the employ of a foreign government or keeps up relations with the same for purposes of transmitting top secrets or objects, facts or news as specified in Article 90 a, section 2, 4 will be punished by imprisonment.

#### Article 90 d.

Theorem attempts to transmit a top secret to semeone else and thereby negligently and enjoys the safety of the Reich will be punished with imprisonment.

Similarly will be punished wheever tries to obtain a top secret and thereby negligently endangers the safety of the Reich.

#### Article 90 c.

Whoever/permits some one else to obtain a top secret to which he had secret by wirtue of his office or his official position or mission and thereby and angers the safety of the Reich will be punished with imprisonment up to three years.

#### TRANSLATION OF DOC. -BOOK 2 No. 9 KNIERIEM CONTINUED

(Enclosuro 5, cont'd)

#### Article 92.

Theever agrees with enother person to commit the orime of treason in the meaning of Article 89 to 90m, 90 f to 91b will be punished with ponul servitude.

Similarly will be punished wheever incites to the orimos described in section, offers himself for the same or allows himself to be incited or recepts such an offer. If the perpetrator states the incitement, the affer or the acceptance in writing, then the deed is considered accomplished with the sending of the sectorent.

According to the previsions of sections 1 and 2 will not be punished wheever voluntarily renounces his activity, and in case of the participation of swerml people prevents the crime.

#### prticle 92 b.

Theover transgresses a decree or a prohibition issued by the Roich government to seffuerd national defense will be fined.

If the transgression tokes place during a war against the Roich or threat of war the punishment will be imprisonment.

#### Article S2 d.

There intentionally sales known official invostigations of, or proceedings in connection with, a crime or transgression as specified in this section without permission of the competent authorities will be punished with imprisonment.

I. Friedrich Gilcher, attorney at law, Fuernberg, hereby certify that the above copy exactly conforms to the original document submitted to me.

Ludwigshafen / Rhine, 9 Docember 1917
Friedrich Silcher
Attorney-at-law and Dofense Counsel
at the Militery Tribunal, Nuomber;

Signed as emelosure 3 to my officient given on 10 December 1947.
Ludwigshnfon/Rhine, 10 December 1947

Dr. Horl Holdermann

TRANSLATION OF DOC.-BOOK 2 No. 9 KNIERIEM CONTINUED

Englosuro No. 4

COPY-

Draft.

13 September 1935 Br/F.

### Raport

on the Conference of 9 September 1936

at which the following were present:

Justierat Wegnor
Assussor Dudon
Dr. C. Muollor
Dr. Muollor-Cumradi
Dr. Klussmenn
Dr. Hubbuch

Dr. Brace

to the participants on 13 Sept. 1035

Ro: Kaoping scoret of inventions and applications.

Dr. Bueller-Cunredi suggested this mosting in order to settle the following question left open in his discussion with the Roich Air Cinistry on 21 June 1935:

"In addition the I.G. for the special bonsideration of this atate of affairs, will suggest the necessary safety measures to the Reich Air Hinistry?

We know that the authorities in the meantime on their own examine the German patent applies times concerning matters to be impt secret in such a way that the Heich Fatent Office sends the Army Ordnence Office all applications which might be of importance to national defense effect release of the publishing decree - that is, after the examination but before the actually making public for decision regarding the secreey. (Report of the Patent Department Helfon-Farbon of 25 July 1935).

Dr. Muellor Cumredi, on the basis of his reported talks with the Army Ordence Office, and in particular with its chaminal expert Dr. Helemann claims that it is especially important for the I.G. to make dispositions of its own and to inform the Army Ordnade Office and the computent offices of the Navel Command and the Heich Air Ministry about the same so that these affices can see that the I.G. itself is doing everything it can to guerantee secreey. If

(page 2 of original) (Enclosure 4, cont'd)

these effices were not able to come to the firm conviction that secrecy a was being rigidly guarded at the I.G. then the danger might arise that the army Ordnance Office might become townsious and advance the time of its supervision and undertake the same, for instance, right after filing of the application, and without taking into consideration occurred view points, declare everything which might be considered to be kept scoret.

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# TRANSLATION OF DOCUMENT BOOK 2 No.9 KNIERIEM CONTINUED

### (page 2 of original cont'd)

Here in Ludwigshafen the individual depart ments were already requested in Mevember 1934 to find out whether, when inventions were transmitted to the Patent Department, these were of value to national defense, and if so to immediately call the attention of the Patent Department to this fact. In these cases, or when the Patent Department itself recognises the importance of an invention for national defense, the applications are specially scaled, are treated especially confidentially, not exchanged within the L.G. in the usual manner, and ever a special effice of the L.G. ( Dr. Ritter, Berlin) made known to the Army Ordnance Office ( the other offices have not, until new, shown any visible signs of activity) in order that it may decide on the question of scereoy. The Army Ordnance Office will use the same channels if it wants to inform us of any thing.

Now it is considered necessary that a cortain person in the Patent Department to entrusted with the task of looking over all now applications for the purpose of determining whether there may be something which should be kept accret in the interest of national defense. Int since this frequently requires a cortain amount of industrial incollege he must be assisted by members of the plant; it would seek expedient, for the various subjects - perhaps, to start out with, for the subjects "Gils and Hydrogen" and "Plastics" to designate puople who, at cortain intervals of time, examine the applications in this respect. Since, in semmeeticm with applications stamped "secret" the usual exchange between the I.G. works does not take place, it is possible that two I.G. sections might make the same invention and without

### (page 5 of original)

knowing about each other, take the further stops. The case has even arisen where an invention which was hald secret by Lu was fifth as a charical to combat perssites. A comperison must therefore also be ende with the applications exchanged monthly with the other plants.

A similar organization should be not up at the other patent departments. If the applications to be held secret should become very numerous ecoperations between the different plants should be envisaged. This could very well be discussed at the next Patent Commission meeting.

It sooms somewhat inconvenient that on the part of the Wehrmacht three effices are concerned with the processing, even though so far only the Army Ordnance Office has shown any visible activity in this field. It would seem expedient for the Verstand of the firm to reliafydire at agreement with the Supreme Commander of the Wehrmacht that just as on the part of the I.G. one office is competent (Herr Dr. Ritter) for the negotiations, on the part of the Wehrmacht also only one office should be declared competent.

# TRANSLATION OF DOCUMENT-BOOK 2 No.9 ENIERIEM CONTINUED

instead of the present division in three parts. It would also be desirable if we could be given a list of the fields, that are considered important for national defense.

signed: Braun

I, Friedrich Silcher, attorney-at-law, Nucroberg, hereby cortify that the above copy conforms to the original document submitted to me.

Ludwigeneron / Rhino 9 Docombor 1947

Friedrich Silcher Attorney-at-law and Defendents Counsel at the Hilitery Tribumal Numeroberg

Signed as unclosure 4 to may affidavit given on 10 December 1947.

Ludwigshafon / Rhino, 10 Documbor 1947.

Dr. Karl Holdormonn

# TRANSLITION OF DOC. BOOK 2 No. 9 KNIERIEM

Enclosure No.5

Copy of excerpts.

Dr.Sp./Sch.

Roport

concorning the 32nd conference of the Patent Commission on Monday 23 September 1935 10 a.m. at the Frankfurt Liministration Building, Grueneburgplats.

Before starting with the agenda was Enjerion reported his discussion with Colonel Thomas, the chief of the Military Economy Office (Tehrwirtscheftsamt) with when metters were discussed which it would seem advisable to keep secret in the interest of the country's defenses. Things being as they are it would seem necessary to have such decisions and controlly by an effice to be established by the Rolch Mar Unistry. This office should be able to decide regarding the interests of the Army Ordnance Office, and the Newy Commend, as well as of the Air Linistry. The discussions with Colonel Thomas will be continued.

The question when such things should best be discussed was enswored by these present as follows: when filing petent applications one first of all has to wait for the examining procedure; notification, however, should be given at the Intest, when a decision regarding publication has been made. Where so far the Fature Office has a mulitary expert to deal with these questions, this process would appear to be unnecessary.

1, Friedrich Sileher, attorney at law, Muremberg, herowith confirm that the above is a verbetim and true copy of the original document presented to m.

Ludwigshe Con on Rhine, 9 Documber 1947.

Friedrich Silehor
Attornoy at law and defendense:
counsel at the Hillitary Tribunal in Nuremberg.

Signed as emplosure No.5 of my affidavit of 10 December 1947. Ludwigshafen on Rhine, 10 December 1947.

Dr. Enrl Holdormann

#### TRUBSLATION OF DOC .- BOOK 2 No. 9 KNIRRIEL CONTINUED

Mclosure No. 6

#### Copy

### I.G. RIREININDUSTRIE ARTTENCESELLSCHIFT

Dr.von Knierion

Ludwigehafen on Rhine, 18 October 1935 VK/0.

To the

Combors of the Legal Committee and the Patent Commission

Subject: Tractment of petent and contract problems with a view to the country's defenses.

With reference to the statements or do no the last conferences of the Legal Committee and of the Patient Commission I should like to report the following as erronged:

There are many instances of contects with various competent Army offices or Reich nuthorities becoming necessary concerning the proservation of accreay in petent problems, the filing of foreign applications, or the effects of agreements about to be concluded or existing with r view to national defense. Intuly, for instance, in problems portaining to patents a decision roparding further procedure had to be obtained, separately from the Rolah for ichistry and the Mavy Command as well as from the Roich Air Tanlatry.

Pollowing a suggestion of ours a control office has now been proceed in the Rolen for Linistry (Colonel Thomas, drief of the Hilltory Jeanemy Office, Berlin, Bendlersbresse 27). This Central Office will be responsible on behalf of all very agencies for the assessment of patent and controst problems so that from now on negotiations adod only be made with this one office.

In order to pay due regard to the total military comemical developments with in the I.G. the 'Vermittlumgestelle W.', Borlin HTY 7, Untor don Lindon 78 has boom astrblished. This office will take over all negotiations with Army Offices and other Heich authorities regarding all problems portaining to military come-mics, military policy, and military technology. It will be ex-pedient to make use of the Wormittlungsstelle also for patent and contract grobless in so fer as the interests of national defonss ero involved (1263-364(png- 2 of original)

To is would apply to the following or son: 1.) Pritent problems in which you require enlightenment as regards the proservation of secreey of the filing of foreign applies times or acquisition by Roich authorities. The Vermittlungsstelle should preferably be consulted when the application is submitted to the Roich intent Office, and in any seas before applications

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## TRANSLATION OF DOC. -BOOK 2 No. 9 EDIERIEM CONTINUED

are filed abroad or before publication is made in Germany. We also recommend that the Vermittlungestelle be sentemment lists of all new applications in which the contents are briefly outlined. This would enable the Vermittlungestelle to point out to the patent department concerned problems which they consider important from their point of view.

- 2.)Conclusion of now contracts and any result at exchange of experiences with foreign countries.
- 3.)Execution of existing contracts and an exchange of experiences already with forcing countries resulting regard therefrom thick regard to existing contracts the execution of which requires for instance, a continuous exchange of experience with fereign countries or the submission of documents and drawings, or the disputch of chemists or an incors to forcing countries, problems may arise which require clarification by the Saich authorities.

Wit doutechon Gruss)

Copies to:
Herr Cohminist (Pring Councillor) Schmitz
3 Section chiefe
Zofi,
Vormittlungsotollo,
Petent Departments Uninker, Erile, Gordingen,
Log-1 D. Friments Derlin 50 35 (Agfr) and Unter den Linden 78.

(pogo 3 of original) (Enclosure 6 cont/d)

I, Friedrich Silcher, etterney, Nuremberg, herewith confirm that the above is an exact copy of the original document submitted to me.

Ludwigshafin on Risks, 9 December 1947

Friedrich Silch r. httorney-et-law, Defense Gounsel et the Lilitary Tribunal Hornborg.

Signed as unclosure No.5 of my affide wit of 10 December 1967.

Ludwigshe fon on Heine, 10 December 1947

Dr. Erl Hold runn.

#### TRANSLATION OF DOC .- BOOK 2 No. 9 AMIERISAL CONTINUED

Enclosure 7

Copy.

I.C. PARISH DIDUSTRIE AKTIEN GESELLSCHAFT Wormittlungsstolle W

4 Documber 1936 Dr. G./Pf. 7x

Hoport of a conference on 2 Dec. 1936 at the Vermittlungastelle.

Her Secrety concerning the application for patents of military occurrence importance.

Prosont: Dir. Dr. Holdermann, Petent Department Ludwigshafen
Dr. Redius " Leverkusen
Dr. Weber " Wolfen-Farben

Dr. b. Bruning Vermittlungsstelle W Dr. Dickmann Dr. Gorr

Dr. ven Bruening gave an introductory, report on the present form teleon by commissations between the Vermittlungsstelle Wand th comportant illitory Offices. Generally the applications in question are formered to the illiter Seemany Stoff (Tehrwirtsom ftastab) by the Vermittlunguetelie, and they in turn forward thun to the three branches of the Army, Leaders the Varmittlungsstelle has direct contract with the three . my broness or the army Ofderhoos in order thes ecoclarating the exemising precedure. The gr ve responsibility which the legal regulations impose on the inventors of inventions of military occupate importance which is hardly reduced by the feet that the Rolch for Timistry itself or rries out the exeminations of the applications submitted to the Roich Potent Office, would seem to reader it expedient if each prient department appointed one definite person to deal with all entitors of "Alitary Booncom. Dr. Holderconn and Dr. H.dics pointed out that their potent departments had already adopted such measures on their own initiative. In Ludwigsh for Dr. Hubbuch, in Loverkason Dr. Wholf had been entrusted with this task. Dr. Redics intireted that Dr. Wholf would call at the Vormittlempsatelle some time.

Dr. Holdermene and Dr. Redies were each handed a form B (represervation of socreey) and excerpts from the law portaining to high trouser. (Recieture 7 cont'd)

1.G. FAREHINDUSTRIN ANTIDUSTRILSCHAFT Voruittingsstolle 7 2

4 December 1936

The Pollowing arrangaments were medel

1.) The Vermittlengsstelle Twill sutmit to the petent departments a dreft propered by Dr. Dickmenn concerning directives for the proservation of secreey concerning processes, patents and experiences of the charinel industry. The gentlemen attending the

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# TRIMSLATION OF DOC .- BOOK 2 No. 9 ENIERIEL CONTENED

conference agreed that there could only be directives and that clearly defined instructions could not be given.

- 2.) In order to make iniform the transfer contracts to be concluded between the Reich dir dimistry and the I.C., the Vermittlungs-stalle will formish the petent departments (if they have not done so already) with a draft contract proposed by the Reich Air Ministry at one the for consider tion.
- 3.) The intent Departments will furnish the Vermitthingsstells with nently lists of new applications filed. The intent Departments will closely the applications in three groups in such a way that applications marked 0 will be of no military commands interest, applications marked 1 will be doubtful in this respect, while applications marked 2 will be of military commands importance and decentary force to be submitted to the Reich Ter Ministry for their opinion. The Vermittlengsstelle should submit applications marked 2 to the Reich Ter Ministry at the same time as they send such applications to the It that Office. In order to inform the Vermittlengsstelle of classification of applications as 2 and 1, the Patent Departments will attach their opinions regarding the private and military according importance of any livin applications.
- 4.) The Variattlementable will try to seed for to the decision of the Reich for Limistry or of the army branches emecaning the appropry requirements as such as possible, in order to preserve for I.G. the possibility of utilising the eme-year priority for applications in fereign countries.

signed: Gorr

( pc_o 5 of original)

(Epolosuro 7 cont'd)

I, Friedrich Silcher, Attorney-et-Law, Bremberg, herwith confirm that the above is a verbatim and true copy of the original document submitted to se.

Lod digahofen on Shino, 9 Documber 1947

Attorney-et-Lew and Defense Counsel at the Military Tribunel, Mucroberg.

Signed as unclosure No.7 of my affidevit of 10 December 1947.

Ludwigshefen on Rhine, 10 Documber 1947.

Dr. Lerl Holdermann.

TRANSLATION OF DOCUMENT BOOK 2 XWIERIEM CONTINUED

(page 93 of original)

Enclosure 8,

Excerpt copy.

I.G. FARSENINGUSTRIE _ETTE GESELLSCHAFT LUL. 1GSHAFEN/RHEIM

Patent Lepartment

To the president (Vorsitzenden) and members of the Patent Commission:

Berrn Lirektor Lr.v. Enderiem,

" Lirektor Lr. Huebner, " Lr. Lediger,

" Lr. Recies,

Ludwigshefeh/Shine, Hosohst,

Leverkusen,

nolfen/sarben (dyes).

H/E.

4 Nevember 1935

Subject: George of patent applications.

with reference to the letter from solfen of 29 inst. we wish to remark first of all that, as has been stated the course of the conference of the Fatent Commission patent applications, to be kept secret, are not to be sumbitted to the army Oranance Office, but to the army Soonomy Office. This, however, should not be done by the I.S. works directly either but over the lisison office Unter den Linden 78, which has been set up by the I.S. in serlin. If necessary this office will discuss the matter with the gentleman concerned from the army Sconomy Office and, by dealing regularly with matters concerning this sphere, gain experience as to which subjects should be kept secret. In this connection we refer to the circular of 18 October of this year of Lir. Er.z. Knierien, which was also sent to olfen (patent department dyes fectory).

I.G.F.RBENINLUSTRIS AMTIEFGESELLSCHAFT

Copy.

2506-4744-1001-385

I, Friedrich Silcher, attorney-at-lew, Pusmberg, certify that above is a true of the original document shown to me.

Ludwigahefen/Khine, 9 Lecember 1947.

Priedrich Silcher attorney et Lew and Lefense Counsel at the Filitary Tribunal Fuernberg.

Signed as enclosure 8 to my affidevit of 10 Lecember 1947. Ludwigshefen/knine, 10 Lecember 1947.

Lr . Merl Holdermann .

TRANSLATION OF LOG . SOOK 2 KNIERIEM CONTINUEL (page 94 of original) inclosure 9. Copy. Berlin " 35, 29 Nay 1936 TIMPITZUFER 72-76 army high Command Business Meference, file per 68-h-2210 g he Frw 3 (III) Bb. Er. 1970/35 6. REGISTERED To the I.G. Ferbenindustrie _ktiengesellschaft Lisison Office ., attention of Lr. v. Bruening, Berlin M. J Unter den Linden 78 Meference: Your letter of ./. Subject: Potent application: J. 34 818 I.G. Forbenindustrie, .ktiengesellschaft. Your above patent registration contains statements which, for reasons of national security are to be kept secret. Secrety can only be ensured if the application is either withdrawn or if it is transferred to the Reich before being exhibited, since according to art. 23 per. 5 of the petent law applications for secret patents con only be submitted in the name of the Seich administration. In the latter case the Heigh would not as trustes whereas it would be understood that the facto the rights and obligations would still be vestes in your firs. If you wish to make use of this posmibility, you are requested to apply first of 11 to the which pitent office for a deferment of publication and after receipt of the decision regarding the publication to submit this immediately begether with the documents ready for exhibition and a depleration of transfer, certified by a public notary, to the army Granance Office Inspectorate, department 3, cocording to the enclosed sample dreft, e thank you for the forwarding of the sample . heil Hitler. By Grders aim ture illegible. - 1 semple draft -- 9/: -1

# TRANSLITION OF DOC.BOOK 2, KNIERIEM

( page 95 of original)

Sample draft.

To the

Mejoh Fatent Office Berlin S. 61 Ditachiner Str. 97 / 103

Subject: Latest application

as holder(s) of above patent registration I-we- request that this patent application be transferred to the Heich, represented by the Neich war Linistry, any Ordnance Office Inspectorate.

-comptance declaration from the weigh war .inistry is attached. Notification of the transfer, when completed, is tequested.

(Signature): (signed before a notary public.)

- 1 inclosure -

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( Proo f must be given of the authorization to sign on behalf of the firm, by furnishing simuleneously an attestation of the commercial register-general).

I, Friedrich Silcher, attorney-at-law, certify that above is a true copy of the original rocument presented to me.

Ludwigshafen/Rhine, 9 Lecember 1547.

Friedrich Siloher; attorney-at-Law and Lefense Counsel at the Hilitary Tribunal Ruernberg

Signed as enclosure 9 to my efficient of 10 -ecember 1947.

Ludwigshefen/Khine, 10 Escenber 1947.

Lr . Karl Holdermann

TRANSLATION OF DOC.BOOK 2, ANIMATED

(Seite 96 des Vriginals)

THE OFFICIAL JOURNAL (Patents).

Br. 2346, Hittmonh, den 3. Januar 1934, Freis 1s.

. . . . . . . . .

Piese Zeitschrift wird vom retentamt, 25, Southampton Buildings, Chancery Lane, W.G. 2, (*elephon: holborn 8721) herausgegeben.

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Oeffontliche sekenntmechungen - fortsetzung Bitteilung en Erfinder,

Patentagweerter worden erauf hingswissen, cass as orweensom lat, in seellen, in denon die Arfindunger sich auf Kriegemunition, wie in den Official Secret mots, 1911 und 1920, (Ptastsgeheimhaltungsgesott) dergelegt, bezieht, Veroeffectlichungen verseiden.

In solohon Feelium, nachdem ein intrag beim Petentamt gestellt und somit geschuetzt wire, wird der Erfinder ungewiesen, die Einzelheiten
seiner Erfindung vertreulich den zustwendigen abteilungen, d.h. der
admirelitaet, dem Friegs- oder Luftfahrtministerium, rechtzeitig vor
Vereeffentlichung zu unterbreiten, sedess, falle diese abteilungenses
füer notwendig halten, Schritte unternoemen werden kommen, demit die
Frindung und irgendwelche fatente, die derauf Winchmigt worden,
befindung und eigendwelche fatente, die derauf Winchmigt worden,
emmess den Bestimmungen des abschnitts 50 der Patens und Designs
etts, 1907 - 1932 (Fesetze füer Patente und Entwurfe), au festzusetzenden Fedingungen, Beheim gehalten werden.

Ich, and Machteenwelt Priedrich Silcher, learnborg, bestsetige die wort streue Gebereinstimmung vorstehender absehrift mit dem mir vorgelegten Vriginalcokument .

Ludwigshefun/Rhean, den 9. Lezember 1947

Friedrich Silcher

mechtsammalt

Vortoidiger am Hilitaergerichtsbef

L u o r n b o r E.

# TRANSLATION OF LOCABOOK 2, KNIERIEM . 4 %, V.

(page 97 of original)

bigned as enclosure 10 to my afficavit of 10 December 1947.

Ludwigshefen/khine, 19 Doccabor 1947.

Lr. Korl Holdermann.

I, Friedrich Silcher, attorney-at-lew, Nuernberg, cortify and attest that above 10 signitures under the 10 enclosures to his affidavior of 10 Lecember 1947 have been carried out in my presence by Lr.Kerl Soldermann, Soldelberg, Schroederstrasse 64, personally.

Friedrich Silbhor

Ltterney-et-Lew

Forense Counsel at the Cilitary Tribunal

I hereby certify this to be a true and correct copy of above to coment.

horst Falskmann attornoy-at-Law.

with the decree concerning property penaltics and fines, the laws for the protection of youth from inferior and obscene literature, for the prevention of veneral discusse, on the use of firetrms and amountaion, on immunity from punishment, the law for the protection of the republic, the law egainst the misuse of firetrms and the regulations for combiting political subjective obtained.

Full text editi n with brief notes and table of subject matter

41st edition. (Degisl-tion at to 7 November 1932)

Dditad by Madelf BEYER, Antegerichter-t

Published by Philipp RECLAM jun. Leipzig

(prgo 37 of original)

Article 92.

"hogogyar deliber taly

0

1. Communic tee or publicly announces state secrets or fortific tion of me, or such original documents, files or information, which he knows have to be kept secret from mother government in the interest of Germany or of - Gira n Land, to such a government;

2. Dostroys, f leifies or submasses thereby emperilating the rights of Germany or of - German Land in tespect of mother government, the original documents or swidence point ining to such rights, or

# TRANSLATION OF DOCUMENT 2 No. 10 KNIERIEM "

3. Transcate etate business entrusted to him by Gormany or by the diseasement in the diseasement of the diseasement to the diseasement go of the party that gave him the order, will be punished with ponal servitude of not less than 2 years.

In the case of extenu ting circumstances, confinement in a fortress for a minimum duration of Scontine will be ordered.

This is to cortify that the above document has been copied literally and correctly.

Nummbers, 16 Jenurry 1948.

HOLETOPRESHMENE W.

### TR NSLATION OF DOC-BOOK 2 No. 11 KNIERTEM CONTINUED

National Socialist Penal Law

White book by the Trussian Minister of Justice R. v. DECKER's Publishers, G. SCHENK, Borlin 7 9

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(page 28 of original)

First P rt.

hist of Punishable Acts.

Piret H in Group: The Protection of the Notional Community.

Section One.

The Protection of the Constitution.

Sub-section one:

The Protection of the Savereignty of the Strte outgida the borders.

Chroter Ones

High Tremeon.

Preservation of Existing Ponal Protection.

High trorson is the most discreditable and highly punishable crime again to the national community, of which a great can be guilty. Only by heavy and dishonoring unishment can such a deed be expirted. As the most serious att-oks on the life of on indi-Which entired the detth renalty, so inyone acting and institute of the State in grave cases has to expect the death penalty; this is in accordance with Germanic concepts of law. The existing law until recently left serious gips in the penal protection against high traisen. During the Natist-Liberalist regime a closing of these gaps could not be envisaged. After the victory of National Sectionism a redical change his been brought about and by the law on treason against tresson og inet

# TRUNSLATION OF DOOR 2 No. 11 KNIEBIEN

the German medite and highly treas nable activities of 28 February 1933 (Reich Law Gesette I page 85) newell as by the Penal Code articles 92a and 92b embodied in the law of 26 May 1933 (Reich Law Gesette I page 295) each a been taken of a sufficient pour protection.

The protection les in future must be fully kept up; in raticular the threat of the death pourlty in the most serious a see of high transon connot be oben-

Proceedent of the Betrayal of Military Secrets.

military or dislocation secrets. The existing law deals with the bett wil of diplon the secrets in the bear law code, which has been tightened up by the decree in respect of the sen against the German see is not highly the search extinities of 28 February 1933 (Reich I.w Gesette I lage 85), or the betterned of military secrets believed with in the Reich Penal Code, within the I.w on the bette yell of military secrets of 3 June 1914 (Reich I.w Greette ange 195). This differential transment has a surely historical backers ground; there is no re sen why lse in future the bette yell of military secrets should be subject to two secrets laws.

## (prge 29 of original)

The law dealing with the betrayel of military socrets is therefore to be incorporated in the Penal Law Code.

Percond the provisions of the existing low, on extension of pench protection is to be considered in the following directions.

# TRUNSLATION OF DOCUMENT BOOK 2 No. 11 KNILLINE CONTINUED

### Disclosure of Inventions.

In recording with siticle 5, or graph 2 of the ortent law, the Scich Chancellor can utilize inventions for use by the Army or the Navy or otherwise in the interest of public welfare. There is however no rule, which unequivocably forbids a German inventor to discome of a invention and by him before it is filed, in favor of foreign countries, if it is of essential importance to the defense of the country. In the interests of German defense it must be deconded that the inventor in such cases has the right to freely dis ose of the invention only after he has offered it to the German arma Administration and the latter has refused to adopt it. If he makes it available for use abroad prior to that, for instance because he expects a higher revenue from abroad, he note like a traitor to his country and is to be junished as such, actually the letter of the existing I we revides that the inventor in such case violates article 1 of the espionage I w. The importance of the subject however, dominds the creation of an unemologous legal basis.

A German is to be punished for high treason, if he communicates to foreign countries on invention by him, which is of essential value to the national defense, without first having offered some to the competent Source authority for edoption.

(pege 75 of original)

2nd Title: Economic High Presson.

Zoonomic high tre son.

In on ever increasing mercure the need has become evident to safeguard a wound property of national economic importance, in a way TR. MSE TICK OF DOCUMENT BOOK 2 Do. 11 KNIBRESH

CONTINUED ....

eimiler to thet of the espionage law of 3 June 1914 in favor of articles, regarding which secrety is requisite in the interests of not not defense. In English law hatherto no differentiation was unde in this respect between warely defensive interests and other interests of actional economy. A partial ruling is to be found already in articles 17 ff. of the law relative to unfair competition in the form of the decree for the moteotion of the economy of 9 March 1932 (Reich Law Cazette Page 121). By utilization of the fate set at in page 1 ff of the set in 30 law the following ruling is reposed:

Libbs to wnishment is whoever reges on to others or publishers written matter, drawings, models, templates, sections, methods or similar matter produced by himself or others, the secrety of which is essential to the property and to the property and to the property tion of trace or open tional secrets of national in our nee.

Liable to pertiouserly heavy punishment has to be he who without authorizations allows such matter to come with a reach of a foreign national economy.

Also note of orrelegeness demand he vy punishment.'

-

# TRANSLATION OF DOC!BOOK 2 No.11, KNIERIEN ...

(page 127 or original)

2nd title: implies bility of the Statute of Limitations to mental law in respect of time and locality.

Punishment according to unwritten 10 w.

The raling of Art. 2 prings ph 1 pench code = minimized in E. (?), which serve the iden of the constitutional State, and the protection of the individual of institutional judicial arbitr riness in that a not can only be punished if its illeg lity is expressly stated in the letter of the law rior to the commitment of the currish ble set, originated from the individualistic Roman legal principle "null morns sine lega" (no punishment with at law). The ordion of the German Middle Assa was different; according to it the variathment was not tied to the personalist of the written law (compare article 105 C.C." was anbecament or will then fellen and strates (of one scripted cross and forelities). The sentence "nulls poene sine lega" gives public originals the possibility to that their inti-national ring, if and they know how to slip through the maches of the law. It is necess a more more to corrolate application of justice and the legal sense of the coole. Therefore the judge must be given the most billing to a certain extent to provide for massible loopheles in the senal orde, similar to article 1, section 2 - introduction - of the Swiss Civil Law Code of 10 December 1907 and mar. 67 of the Breuerliche Erbhofrecht (personts heritage law) - Principle Law of 15 May 1935 - in a manner, as though he had been made the legislator in an individual case.

The contents of Art. 2 paragr. 1 senot low code remain un itered, except for the following smendment: In the event, temever, of on cet not expressly designed to being panishable,

# TRINSLITION OF DOCIBOOK 2, No. 9, MNIERICH CONTINUED.

being condemned me ally in accordance with sound popular feeling and if its punishment is being demanded according to the legal concept underlying to a given penal code, the judge has to pass sentence within the frame of the penal code and lied in this instance.

#### Retroaction of Pencl Lows.

Should the law which is in force at the time of the deed, be altered from to judgement, then, in accordance with article 2 section 2 pench law code and article 3 of the E (\$), the law most reverble to the criminal is to be a lied. According to the practicel for an interestion of article 2 section 2 of the pench law code and in accordance with the express frowisin of article 3 E this is not to be the case only if the punishableness is inhibited by the lack of actual circumstances and not be a change in legal concepts. The order is to be accepted. — But it appears giving ble under certain circumstances to punish the oriminal, or to punish him more saverely, even if the deed at the time when it was committed was numishable either not yet or not to the same extent.

been the next was conditted are to be a blied to the digration of the criminal, if the ret was punishable or neverly to be a maximal of the critical the freshly decreed punishment returnly at that time recording to general in lef.

This is to certify the literal and correct copy of the above document.

Nucroberg, B Jenury 1948

Attorney-st-Low

### THINSLATION OF DOOLBOOK 2 No. 12 KNIERIEM CONTINUED

I.G. PARBENINDUSTRIE ARTIENGESELLSCHAFT
Ludwigehofen on/Rhine,
20 November 1933

Cepy.

To:

The Reich Minieter of Justice Dr. GUERTNER

Berlin.

Ponri Refera.

The Honorable Reich Minister !

The memorial of the Prussian Minister of Juntice on "National Socialist Criminal Law" has eroused much attention everythere; it will surely be given due consideration by the commission set up by you to draw up a new criminal orde. In response to your appeal to the general public, for suggestions and proposals based upon common practice, we wish to present to you the following paterial drawn from our own experiences:

## 1.) High Transon.

The negatial decis with treason in two places. In the sub-section entitled "The exterritarial protection of the sovereignty of the State" (P. 28 ff), all ponal directives pertaining to military and dislanatic treason are to treated collectively in special chapter. This esten my of treason we will call briefly "Military High Treason."

(prgo 2 of original)

In the chapter entitled "Attacks upon objective (groups bundene) national passets" (p. 75), a new criminal definiti n, not previously recognised in law, is proposed under the landing of "Economic High Tressen!

#### CONTINUED

( : --- 3)

### I, Military High Treceon.

The most important definitions of military transon are it present a intained in the law dealing with the betrayal of military secrets (Replanage law of 3 June 1914). The memorial recommends that this law be incorporated into the new penal code, and that the present regulations be extended in several directions. In particular, the memorial demands a new statement of facts (Pathostand) Governing the surronder of inventions, for although provious jurisdiction dovers inventions by article 1 of the employage law, the importance of the subject nonetheless presupaces an unequivocal legal basis. The wording suggested in the memorial is as follows:

"Iny Gereen is to be punished for high treasen
if he condumentes minvention of his abroad,
which is of prential importance to note not
defense, with ut having previously offered it
to the competent Gereen authorities for adoption."

The underlying thought of the cenerical is undoubtedly good; however, the stitument of facts presents great difficulties in practice, especially in industry and trade, since the factual delineation of the "substantial importance" of an invention to national defense is too vague. Trecisely in view of the importance of the penal provisions pertaining to military treason, which in future is to be more severely punishable than others and home Marble to the herviest punishable than others are necessary for the protection of all those who have anything to do with inventions as well as for the protection of important national communic

# (prgo 1 of original)

interests, to provide on easily recognizable delimitation for everyone. Almost every invention ultimately has some significance for actional defense; for example, the discovery of a new tenning

TRANSLATION OF DOCUMENT BOOK 2 DOC. BOOK L2 KNIERIEM CONTINUED

2 6

medium for the production of a particularly resistent
le ther for daily use, can also be of use for any
equipment, and hence for national defense. Often it
is only realized later that an invention - which may be
neither recognized nor recognizable as such - has some
bearing on national defense. For example, in our works
we have developed a process for the production of acctic
acid which ariginally had nathing to do with national
defense; we licensed our rights to Jaser Inc. in Beton
Rouge, (Louisiana), BSL. Later, and contrary to expectnations it turned out that a substance is given off under
certain anditions in the manufacture of acctic acid
which is highly explosive, and consequently of considerable import not to not not defense. The actter was thereupon submitted by one of air representatives to
the Reich Defense Ministry, out the Ministry decided
that the production of the high explosive would be of
no interest in the near future for a variety of reasons.

In recognition of those difficulties, the momorful does indeed contain the correct thought that only be renders himself liable to punishment who fails to carry out his duty of offering an invention. To this end it is necessary to erecte an official office which will authentically examine whether or not an invention as if military importance. Every inventor who wants to despose of his invention absend, or who wants to communicate it absend, will thus be in a negation to obtain the province decision of this

#### (page 4 of original)

Control Agency. However, it should not be everlooked, that the functioning of such a control agency will meet with great difficulties. Its tasks will still be fairly capable of solution in the case of

DOC. BOOK 12 KNIERIEM . CONTINUED

(5) (5° (5) (5)

inventions which have been filed at the Reich Patent Office, since in this way the subject matter of the invention has already been explained. For all other inventions objective examination will presumably be so complicated and comprehensive that, in our opinion, it can hardly be performed. In the interests of the great economic importance which is generally conceded inventive activities, it would have to be further domanded that all decisions of the central agency be rendered in the shirtest resible time.

In view of the classt insuperable difficulties which have been explained above, whys and mores must be found of safeguarding the interests of anti-mal defense without greatly impairing economic life. We feel that this can only be accomplished by electly designating these inventional that the almost unlimited field of endeaver where inventions are possible -, whose importance to national dof need is so parametrate that their secreey and the prohibition of their communication exceeds all other interests. This premise would all apply to objects which can be classified as "military equipment;" and reference could possibly be made to the equipment listed on the military equipment law of 27 July 1927 (Reich Gractto, P. 239, 1927); in articles 3 and 4 of this law all the objects which an area uses for national defense are listed in as many as 53 (1) items. Of course, it must be bern in mind that technology of

## (poge 5 of criginal)

notional delense does not remain stationary; lists of this kind soon become absolute; some things become superfluous, and others are missing. In addition, one TRANSLATION OF POCUMENT BOOK 2 Doc.No.12
KNIERIEM GONTINUED

F & 2 1 75 (5 16 16 18)

should not cite the old military equipment low in our new penal code, which low was forced upon Gormany by the peace tracty and which, we hope, will soon disappear. Hence a more desirable solution would be to proscribe designations; in a standard list published from time to time in the Roich Gosotte by the Roich Defense Ministry, which list will enuger to under various hands all these objects which for competent outh mity currently a neiders to be military equipment.

Since the present espinings low is good and practicable, as stated in the penaltic itself, and since this low is to be one up rated in the new ponal code, it would only remain for the legislator to tie the encept of inventions in the low. We believe that this can be done post effectively by abandaning a new statement of facts, and by the addition of a definition of what constitutes an invention in art. I of the espionage low within the meaning outlined above. Through such a moreore at the same time, another counts of the depictage low, such as a residency negligence, attempts, etc., while the accorded to include invertible, since articles 2, ff, of the depictage low inversely refer to the anomalation of the subject a tter in article 1. Inclusion in article 1 of the aspirance low has the further advantage, in that the punishable facts would be not even through disclosure to a person at home of matter to be kept secret. We feel that this is a necessary and more stringent procedure than that contained in the menerical matters which have to be kept secret for the oake of actional defense must not be communicated to anyther at any me of the me of there.

(page 6 of original)

The article of the new pench code corresponding to article 1 of the aspirange low should accordingly read

TRANSLATION OF DOC.BOOK 2 No. 12 KNIERIEM
CONTINUEL

(Free 5 e en brestati

ns follows:

"Any no who deliber tely allows written acttoring drawings or ther objects the secret which is to be kept secret in the interests of notional defense, as well as inventions in the entegery of military equipment to one into the passession, or knowledge of someone clso, and who thereby jeeperdizes the security of the Reich, will be an punished. Military equipment in the sense of this decree may be identified according to a list which the Reich Defense Minister will publish in the Reich Greette from time to time."

In our opinion such - low, on the one hand, takes sufficient recount of the requirements of national defense, and, on the ther, door not erect insurneuntable barriers for inventive and economic activity,

II. Secnomic High Transon.

The concrict (P. 75) proposed the following strument of frets:

"Anyone is subject to possistent who preses on or communicates to a morne class any written unttor", drawings, a dole, templates, sections, formulas, and similar material irrespective of whether they are his own or not, and the secreey of which is escential to the preservation of the national resets or of nationally essential business or operational secrets.

He is 1. ble to especially severe punishment who allows such catter to come into the hands of a foreign national accomp without authority."

Negligence likewise Aleble to hervy punishment. The most severa ettendent punishments or expreprieto."

Before ventilating the crux of the natter, we have to make a few abservations:

1.) We interpret the concepts "nutherized" and "unnutherized" in the sense of private law. An "nutherized" communication is one which is made by a person who as such is authorized for the purpose, for example, the Varstand of a company. An "unauthorized" communication covers all other cross,

# Aprige 7 of original)

for example, the sale of a stolen invention.

2.) Verbatin interpretation of the facts laid down in the menerial permits four emesivable cases, namely,

TRANSLATION OF DOC.BOOK 2 Doc.Mc.12 ANIERIEM CONTINUED 1 _ _ 1 1 1 1 1 1 1 1 1 1

c) outhorized communication in Germany,

b) uncuthorized " in Germany, c) cuthorized " cbroad, d) uncuthorized " cbroad.

However, a nee the provision borrs the hording, "Economic High Provision," and recording to the general interpretation high troopen a nearns on attack upon the severeignty of the State in its relationship to
other States, logically only the cases under e) and
d) on he included in the cancept "communic high transon"
This norms that in section 1 of the statement of facts
in the demorral merely authorized disposal abroad of the notter onuncrated and in section 2 uncuthorized disposal abroad ero to be subject to punishment. atherized disposal of home is entirely free from punishment; unrutherized disposed at hose will be dorlt with recording to articles 17 ff. UWG (Unlauteror Wettbeworb ?)

After out blishing these frets, the fallowing can be soid relative to unouthorized communication cbrond:

The memorial proposed to punish pars no who, in brief pass on or communicate written notter, drawings, formulas, and similar matter, as also inventi no, to the detriment of the German noti nol occurry.

It has to be rordily doitted that the author of this prescription of in had a right and just thought in mind. Yet the f llowing should be printed ut: We have alre as on wh in the provi us paragraph how

(prge 8 of criginal)

difficult it is to judge whether a certain process is ar is not of essential in ortance to heti and defense. Nevertheless there are offices such as

TRANSLATION OF DOCBOOK 2 No. 12 ENJERIEM CONTINUED

対えず 新 年 こ : 東ルリ

the Beich Defense Ministry or the Reich Air Ministry, which have the emport kn wledge required to arke a decision. Therefore, it will be very difficult, but probably possible in most crees, to arrive at a satisfactory decision. Unfortunately, it has to be pointed at that it is infinitely more difficult to say whether the facts of a cree and to be clasideted as so made transon, indeed, that entirely different appoints may be hold as to whether the sale of inventions abroad in a given case a netitutes on injury or a blessing for German anti asl commany. This must be explained in standard more detail.

If we discover bosic processes, we seek potent protection in the entire cultural world. For us the nest desirable form of exploitation is naturally to produce as large a potten of the world's requirements in Gardany, and to export it. This form is not only the nest desirable for the national country, since Gardan workers or opplyed, but it is also the mest profitable for private business. In example of such or desdings in a large scale is the Gardan tor-desirable industry. It requires no explanation that these form of exploiting processes, which is best for the national as well as the private scanner, is to the countries what to manufacture themselves. If this best form cannot be used by us, the next best is to produce in Gardany for Gardan needs, but to issue licenses abroad, including possibly also the setting-up of production for the foreignors. The compensatory royalties which would

TRANSLATION OF DOC. BOOK 2 No. 12 KNIERIEM

CONTINUED

### (page 9 of original)

flow into Gorgony, ore naturally a return which has a favorable influence upon the Gorgon national so nemy.

These few thrughts, whose detailed prosentation would be the expansive here, says to show how doubtful no can be in individual order, and even if he approaches the given facts with a strong patrictic sense of duty to the natural and the Reich. This is to be illustrated briefly by an excepte, he is known, he of our founder companies, the Brdische Andlina Soli-Frenk, developed the best synthetic nitrogen process in the world, the Haber-Brech process. When the world, who had confidented very no in the whole world, which had confidented very no in the whole world, which had confidented very if any points on the basis of their laws of worlder, when a recompany for information regarding our technical experiences and for licenses of future inventions and improvements. However, the contrios and firms abking for licenses were refused because we full that it would be an a conventageous the German a signal contained in order to be able to further a ke and expert the product. Our company, thus, followed a policy which a presends to the proposal of the americal. It has turned out that technical secrets, however, the refully they are guarded, and anly remain secret for a relatively short period.

According to our experiences, thus is all the ware true, the mass important an invention is. Even our secrets in the mitrogen field were carried at of our plant, in spite of the strictest security measures.

TRANSLATION OF DOC , BOOK 2 No.12

CONTINUED

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publications involving petent law and scientific nattors, thus facilitating initation. The ultimate
result was that nitrogen is produced in claret all the
c untries of the world where nitrogen is made, after
a process developed from the Haber-Basch process,
with ut ar receiving any license fees. This has
been equally injurious to the German national economy
and to curselves, for the interests of the German
mational economy necessarily run parallel to our own
at all times. If we had voluntarily and in time
under our knowledge of the Haber-Bosch process available
abroad, the more favorable condition would probably
have arisen in that we would at loost have received
foreign exchange on a large scale. We may gave licenses and technical experiences in the field of synthatic
mitrogen to one country (aside from a special case
regarding Norway), and that was France, because we
were in offect forced to do so following the accountion
of our local mitrogen factory by the French. This
case of license issuance is the only no in this
field more visiting forces as a contage to

We could multiply examples relative to this problem in a way that would far exceed the ecope of the present dissertation. But we wish to fully clarify one mare point, at that time the management of our organization frosted for years trying to decide which policy was the correct one in the mitrogen field. It has been intimated above that it night have been better to reach another policy; but we could not then enticipate that the striving of foreign countries for an authoritarian according

TRANSLATION OF DOC. BOOK 2 No.12 ENIERIEM CONTINUED

would become so pronounced in a few years. This fact demonstrates the encruous difficulty in determining whether something works out as a blessing or to the

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detripent of German national octnony, and it may be statedwith due respect to the German judge, that it will be extremely difficult for him to evaluate these things correctly. In addition, it is no use ignoring the fact that in regard to such difficult questions as technology, national occneny, trade policy, finance and many other nattors there is no sound sentiment of the people" which is suppresed to guide a judge in passing judgment. It is clear that the granting of a license to the French at the time in no way corresponded to the them a and sentiment of the people, it encountered sharp criticism, and yet it was correct from the point of view of the national economy - quite side from the fact that we were forced.

In comparison to these condinct points of view, others are reduced in importance, although they too dry by an morae be left out of account by a businessam who has patents abroad. Among those is the compulsory notural use of a perent stipulated in the potent lowe of 40 States (I.e., 80% of the cultural countries concerned). For States with compulsory potent use it is not sufficient to inject the patented article; it must actually be produced in the country where it is protected by potent. After a period of grace of three years the potent lapses if it is not used; this is a danger which the patent owner cannot take unto hisself, and which can only be everted by the timely grant of a license, since the contraction of two factories is ardinarily out of the question. Moreover, it may be a parallely out of the question. Moreover, it may be a parallely act of exploit a process at home if the row naturals necessary for exploitation are available in sufficient quantities only abroad.

# TRANSLATION OF DOC.BOOK 2 No.12 KNIERIEW OURTINUED

### (page 12/ of original)

Finally, in regard to these secondary matters has to be added the trade policy, briefly mentioned above, of individual foreign States which appears exports on a continuously increasing scale by manne of tariff walls, import prohibitions, innert quates, exchange Paraleticus, and the like.

The above a neider tick may suffice to give expression to an error disgivings regarding the purport of the continuation of business relations about would hardly be possible for a world arganization, such as we are. None of our responsible executives could a would render himself liable to the criticism that he has eccnitted accounted high transact.

We reiterate that the basic idea of the proposed provision appeals, but feel that it can not very well be applied in practice. We believe that German economy, with a sense of responsibility sharpened by the new dispensation, could a ntribute man to the country's welfare with ut then with a regulation of this kind.

If, in spite of this, such a regulation should be hold to be absolutely indispensible, an office should be not up in the which Economic Ministry to which every contract with a foreigner has to subsisted to avoid severe punishment. If we consider everything which this office must know and become formiliar with, we can hardly impine that it would function without severely happening and injuring so many as a whole. Yet the creation of such an office would be the lessor evil, compared to the interpretation of the proposal as it stands.

TRINSLITION OF DOC!BOOK 2, No. 12, KNIEGIEN

#### (page 13 of original)

And now a few words on the unsuthorized disposal of the articles listed in the plan of the nem rial! This prohibition is directed especially at the employees and workers and their helpers, and is at present regulated by the UWG. The former standards were extended and tightened up by the emergency order for the protection of the economy of 9 Merch 1932 (Reich Gozette, 121-32). And yet a loop-hole remained, in that recourse to article 17, UWG, was not then declared punishable. This emission can new be made good under the penal reform.

With reference to the thoughts expressed in the memorial on "Punishment without Written Law" and on "Retroaction of Penal Laws" (P. 127), we wish to call attention to the following for the peri d prior to the date when the new logil and becomes effective:

Alteget er, there are about 950 relatively important contracts in existence in our company at present. Of these, about 130 contracts concern the issuance of licenses about 130 contracts the exchange of experiences part of the 130 contracts the exchange of experiences part of the license egreement. For the duration of these 100 contracts, we are bound to make known to the foreign party fresh information and inventions in the fields covered by the contracts, whereas we receive information and inventions from the other party. This kind of mutual fructification has proved itself in industry as a whole for several decrees, for it brings advantages to both sides. Moreover, we would not have concluded these contracts if we had not come to the conclusion, after mature consideration, that it was better for the German national economy,

# THANSLATION OF DOCIBOOK 2, No. 12, KNIERIAM CONTINUED

(page 14. of criginal)

considering the services received in return (s.g. the receipt of experiences) to give our inventions and knowledge to the relevant office abreed, than to keep them here. Of crarce, under civil law we are abliged to fulfil these or atracts. But it goes without saying that every for the supersedes even the obligation to fulfil. Hereo, if the previously montioned previous and of the appropriate should become law, and if an office which may be set up should had that the further fulfilment of our or atracts would edversely affect the Germa accounty, we will cause to comply with our obligation. To be sure, the consequences either for private business, or for the metional accounty of most even be gauged. We resume that it would be in conformity with the connecte policy of the present government that we, - also in repect of now centrate which may manufalle be a neluded -, are continuing to follow the policy which we have pursued to date, according to our best knowledge and belief and making the closest scruting of mational intermats. If, a attract to expectation, a most comprehensive and fund-mental discussion would have to take place, for which we are at your disposal at any time.

# TRANSLATION OF DOCUMENT I. R 2 WG. 12 ENTERIES

With the Gornon greeting.

I. G. Forbenindustrie Aktiongssellschaft signed KNIERIEM signed BRENDEL

I, Friedrich SILCHER, atterney-at-law, Nuornberg, certify that the above copy is a verbatio and true copy of the ariginal presented to be.

Ludwigehefen, 10 December 1947

7-16

Friedrich SILCHER, Attornoy-et-Lew.

Defense Counsel at the Military Tribunal Naurnorg

I hereby cortify that the above is a true and accurate copy of the original document.

Horet PEDCHMANN, Lttornoy-ct-Lew. TRINSLATION OF DOCUMENT BOOK 2 KNIERIEM CONTINUED

CERTIFIC.AE OF TRANSL.TION

23 Jamiary 1948

No. 34789, hereby certify that we are thoroughly convergent with the English and Gorman languages and that the above is a true and correct translation of Dogument Book 2, Knieriem.

Gerta KANNOVA Hr. 20151 George GOODL.N

Circ 6 Defense

# TRANSLATION OF DOCUMENT BOOK III ENIERIEM OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

TRIBUNAL VI

DOCUMENT BOOK III

for

Dr. August von ENIERIEM

Doc. No. 13-19, Page 123-218

presented by the Defense Counsel sorat Pelokmann Attorney at Law



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#### DOCUMENT BOOK III KWISRIAM

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14		Lotter addressed by Mr. Louis Lusky to Dr. ven Anieriom dated 31 July 1946 which shows that the latter has submitted such reports,	
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17		Lecture held by the Vice-President of the Standard Oil Co., R.T. Hashum, at the end of 1943 in the USA, published in "The Petroleum Times" of 25 December 1943, pages 699 and following, Hasham shows that America would not have been able to conduct the war on such a his technical level, if the most valuable technical experiences of the I.G. had not been available to her in the most important fields of warfare.	L +

# DOCUMENT BOOK III KNIERIEN

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19		the birth of an Industry' by Frank A. Heward. Howard is the man whose name was very frequentle cited in the books 42 and 45 of the Prosecution He describes in detail the conclusion, the contant the application of the agreements signed be I.G. Farbon and Standard Dil Co. of New Jersey; especially also the interchange of experience, particularly for burg rubber	ok A. Howard.  very frequently  the frescoution.  ision, the contents  conts signed between  of Hew Jersey;	

Dr. von Knieriem
Lok,Nr. 13

ACTIVITIES

05

I.G. Forbenindustrie A. G.

inthe

OILS LYDUSTRY

Economica Division
Decortelisation Branch
Control Office

I.G. Par enindustrie A.G. U.S. Zone

Dr. won Knieriem
Dok. Fr. . . 13

This dokument entitled, "The Activities of the former I.G. Far remindustrie A.G. in the Oils Industry", was prepared by German personnel of the former I.G. Farbenindustrie A.G. under the direction of Tr. Louis Lusky of the I.G. Farben Section, Decertelization Branch, Economica Division, of the Office of Military Government for Germany (U.S.). It is a compilation of technical and commercial arrangements between the former I.G. Farbenindustrie A.G. and companies in and outside of Germany in the file field.

The document is based on voluminous records of the fermer I.G. Ferospindustrie A.G. and on interrogations of executives and technicians of the 'or or J.G. Ver'senindustrie A.G. The two certificates attached to the document indicate the contribution made by two I.G. For an personalities involved in the Gile Industry.

The document is intended primarily for the information of the I.G. Farben Control Office of the Decartelization Branch and the Counittee of Control Officers for the I.G. For equivoustric A.G.

# Relationsship between I.G. Standard Oil (N.J.) and Others (as revised 10 January 1946)

In 1924, Bedische Anilin- und Soda Pabrik, one of the predecessors of I.G., initiated a research program on the hydrogenation of coal or other carbonaceous material to produce oil products and other organic chemical products. I.G. decided to enter this field of activity because it is a logical development of the synthesis of ammonia and methanol, these processes being also dependent on the use of hydrogen under very high pressure so that a large part of the equipment is the same.

By 1927 I.G. has made a very great investment in the project and had achieved important technical successes. It had obtained control of the G rman and for eign Bergius patents which were the basic patents on hydrogenation. But it was greatly handicapped by its lack of commercial experience in the oil industry. Oil refining is an extremely complex business, and the step from laboratory work to economical large scale production is a long one. Furthermore, a familiarity with the business side of the oil industry as an indispensable guide to efficient research; it was desirable to concentrate attention on those phases of refining where existing methods were relatively inefficient. I.G. needed to know the exact costs of the various phases of production under processes then in use so that it could make comparisons with the probable cost of its projected processes. In addition I.G. anticipated difficulty in entering the liquid field in the face of competition by gigentic companies such as Standard and Shell, and believed it desirable to form and alliance with a large oil company which might be able to help it. Finally, I.G. felt the need to retrieve at least a part of the RM 200,000,000 (?) which it had invested in hydrogenation research. The most immediately fensible line of large scale commercial exploitation was in the hydrogonation of crude oil, and since there were no large German oil deposite it seems advisable to license foreign oil companies. Before this could be done, however, it was necessary to develop the processes to the point of commercial use so that perspective licensess could be offered a demonstrably workable method, not merely the right to develop such a method,

Accordingly negotiations were opened with Standard Cil Company (N.J.), Standard was interested in acquiring control of hydrogenation rights for three reasons; (1) hydrogenation held promise of improving the efficiency of crude oil refining;

(2) cost hydrog matter, if and when fully developed, would create the possibility of dangeous new competition, particularly in countries having cost but no crude oil; and (3) there was thought to be danger of the early exhaustion of U.S. crude oil deposits, in which case it would be important for Standard to be able to fall back on cost hydrogenation rights for use in its existing refining business and wanted the right to control the new development of cost hydrogenation and to be in the position, if it became necessary, to use hydrogenation of cost as an alternative source of raw material.

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I.G., on the other hand, was at that time interested in the exploitation of hydrogenation processes rather than their suppression and it refused to cede its rights to Standard. In 1927, however, a preliminary contract was made - with the understanding that it would subsequently by broadened if the collaboration proved satisfactory - whereby I.G. gave Standard all its technical knowledge in the field of crude oil hydrogenation together with a license to practice the processes in the United States, Standard agreed to finance and build, under I.G.'s technical direction, a large experimental plant in the United States, and to allow other prospective licensess to inspect it; and I.G. agreed to pay Standard half the royaltics received from licenses to others on crude oil hydrogenation in the United States. Standard also agreed to give all it technical knowledge in that field to I.G., for exalditation outside the United States, and although Standard had little to contribute at that time, I.G.expected that its future contribute at that time, I.G.expected that its future contribution would be substantial.

The 1927 contract turned out to be quite satisfactory. The technical personnel of the two companies worked together well. Standard gave valuable practical advice, such as its suggestion that hydrogenation be adapted for use in the elimination of sul hur and asphalt from certain crude oils which had therefore been unfit for processing in existing cracking plants because of the presence of those substances. By 1929 no licenses had yet been granted for crude oil hydrogenation, but Standard had installod the processes in three of its refineries and they were about ripe for commercial exploitation; Standard was still interested in obtaining control over the hydrogenation patents, for coal as well as for orude oil, for the ressons stated above. Also, having subsidiary refeneries outside the United States, it wanted licenses under foreign patents so that they could use the hydrogenation processes. I.G., for its part, was getting nervous about the ressibility of Standard's building up a patent position in the field of coal hydrogenation, because of the chemical similarity of coal and crude oil, a great deal of the technical knowledge on crude oil which I.G., had given Standard under the 1927 contract was also applicable to coal, and Standard was under no obligation with respect to coal hydrogenation. And so I.G., in 1929, asked Standard to make an offer for all of I.G.'s hydrogenation rights outside Germany,

Standard offered \$ 50,000,000 payable either in cash, or in Standard stock, or in a combination of stock and profitsharing rights. I.G. accepted in principle, electing to take the stock because it was considered a desirable long-term investment, and sent Bosch (President of I.G.), Schmitz (financial man), von Enigriem (lawyer) and Gaus (technical man) to the States to negotiate the definitive agreement. In these negotiations I.G. insisted on two conditions;
(1) that Standard agree not to broaden its business into the chemical filld, and (2) that I.G. be given an outlet for its German production of liquid fuels through Standard's German subsidiary, in preference to Standard's own production. These two conditions were accepted by Standard and were embedied, respectively, in the Division of Fields Agreement and the German Sales Agreement.

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The main contract, known as the Four-Party Agreement - the four parties were I.G., S.I.G., Standard and wholly-omed subsidiary of Standard, inserted in the contract for tax reasons- provided in essence that I.G. should sell Standard all non-German patent rights possessed by it during the term of the contract, in the hydrocarbon field (defined as the treatment of any carbonaceous materiald to produce the marketable major products of the oil industry). The hydrocarbon field included but was broader than the "hydrogenation process" (defined as "any process coming within the hydrocarbon field which is carried out by or in the presence of ... hydrogen... in a manner to secure definitely determinable hydrogenation" etc.).

These rights were transferred not to Standard itself but to S.I.G. (Standard-I.G.Company), a newly formed Delaware corporation. At the time of the original \$50,000,000 offer by Standard, Standard but also voluntarily offered I.G. a 20% share (or in some cases a per barrel royalty) out of royalties received under any licenses in the hydrocarbon field. The reason for the offer was to give I.G. an incentive to continue its recearch work. (Lacking such incentive, I.G.would probably have discontinued research, at loast on processes for the treatment of crude oil, because Germany has no important crude oil resources and I.G. would have concentrated on coal processes for the exploitation of the reserved German market.)

In the early negotiations it was contamplated that the patent rights would be owned by Standard Later; during the negotiations, Standard requested that S.I.G. be organized to hold the patent rights. The purrose was to avoid putting Standard under obligation to give a third party (said to be Standard of Indians) the benefit of the patent rights pursuant to a previous contract which applied to patent rights held by Standard and its wholly owned subsidiaries. Accordingly S.I.G. was organized with a capital stock of \$2.00,000 of which I.G. was given 20%. The stock was of minor value to I.G., however, because all of S.I.G.'s income except an amount sufficient to pay I.G.'s 20% of the royalties and S.I.G.'s expanses plus \$2.1,000 a year was, by the terms of the contract, to be distributed to St anderd.

Standard and S.I.G., for their part, agreed to transfer to I.G. all their Gorean patent rights on hydrogenation, possessed by them during the term of the contract, and to give I.G. a free non-exclusive license under any other German patents in the broader "hydrocarbon field". None of those patent rights were to be transferable by I.G., but I.G. was given the right to sublicense the hydrogenation patents to envone who would sutherize I.G. to grant licenses outside Germany under his own hydrogenation patents. Standard also agreed to assign to S.I.G. all its non-German patent rights on hydrogenation reserving for itself a free, non-exclusive, non-transferable license, Standard and S.I.G. agreed to try and obtain from their licensees, for I.G.'s benefit, German rights under the licensees, patents. (In 1931 this "best efforts" provision was strengtheood, Standard and I.G. agreeing to grent licensee for the hydrogenation of solid and liquid carbonaceous matter only on the condition that the licensee give a reciprocal license under its

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German petents in that field, for the benefit of other parties.)

Standard, I.G. and S.I.G. further agreed to work together, during the term of the agreement, on the technical development of the hydrocarbon field, and to communicate all their technical knowledge to each other. I.G. promised not to give its technical knowledge on hydrogenation to anyone for use outside Germany.

The egreement was indefinite in duration but could be terminated by any party by two years written notice, no such notice to be served before the end of 1945. Upon termination of the agreement patent rights were to remain in the same hands as they had been, and payments under the contract were to cease; except that S.I.G. agreed to reassign to I.G. any patent rights, and royaltics on licenses granted under them, which I.G. should have transferred to S.I.G. in the hydrocarbon field but not relating to hydrog nation.

The Division of Fi lds Agreement between stendard and I.G. recited that the parties recognised each other's "preferred position" in the oil and natural gas business and the chemical business, respectively; that neither intended to expand its existing business so as to become a serious competitor of the other in its ewn field; but that there would be some everlapping of activities. It provided that if Stand ardshould desire to initiate any new chemical development not closely related to its them business it would offer I.G. control of the new enterprise on fair and reasonable terms. I.G. made a reciprocal promise, not however including Garany, with respect to new chemical development which could not be advantageously carried on except as a department of an oil or estural gas business; and as to other chemical developments related to the oil and natural gas business it agreed to offer Standard a substantial but not controlling participation. The agreement was to last for the life of the Four-Party Agreement.

The German Sales Agreement provided the mechanism whereby Standard was to provide an outlet for I.G.'s German production of liquid fucis. Standard agreed that its German sales subsidiary, Doutsch-Amerikanische Petroleum Geschlecheft (DAPG) would distribute I.G.'s entire production of petroleum products (lubricating oils and specialty products excepted), substantially at cost, giving I.G.'s products preference over any others including those of Standard itself. I.G. tromised to well its entire output, with some exceptions, through DAPG. The effect of this arrang ment was to give I.G. the benefit of DAPG's sustemer good-will and distribution facilities such as filling stations; to prevent Standard from compating with I.G. in Germany; and to prevent I.G. from compating with DAPG in Germany or with Standard sutside Germany.

It was also provided that if I.G. should come to supply as much as 25% of the Garman consumption it should have the right to purchase that proportion of the shares of DAPG (up to 50%) which its products bere to the total value of products sold by DAPG. I.G. also was to have the ention, after 1943, if it had come to supply as much as 25% of the Garman consumption, to name a price, or require Standard to name a price, at which Standard would sell its interest in DAPG or buy I.G.'s interest.

In the Four-Party agrament Standard had declared its

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intention to license its hydrogenation rights generally in the United States, and to license crude oil hydrogenation rights to some extent abroad. Pursuant to this intention it formed two licensing corporations, Hydro Patents USA (Hydro) and International Hydrogenation Patents Co., Ltd. (IHP). Hydro was incorporated in the United States; IHP was originally incorporated in Liechtenstein, later in the Netherlands. To these companies SIG transferred, respectively, its United States and foreign patent rights for the hydrogenation of solid and liquid (but not gaseous) hydrocarbons to produce the marketable major products of the oil industry.

Hydro granted licenses to all responsible applicants under a "mutualization plan" whereby the licenses also had the right to take Hydro stock and thereby participate in its profits from royalties. Standard sold Shell a 50% participation in IMP, which followed a less liberal licensing policy than Hydro. All licenses of Hydro and IMP were required to contribute to the licensor royalty free licenses under their own patents, for the benefit of Standard, Shell, I.G. and the other licenses.

In 1930 Standard (through Standard Oil Development Co., a subsidiary) and I.G. broadened the field of their technical cooperation by making the so-called Jasco (Joint American Study Corporation) Agreement. The Four-Party Agreement had covered only the hydrocarbon field - treatment of carbon-accous matter to obtain the marketable major products of the oil industry. The Jasco Agreement covered processes for the treatment of orace oil, natural gas and their derivatives to obtain other marketable products.

I.G. and Standard agreed that, as soon as either had developed a process coming within the Jasco field (which field did not include the were senaration and refining of petroleum and natural gas or any process commercially used by either party prior to the date of the agreement, or the development of any parketable product of a Jasco process into a further marketable product) it would offer the process to the other party for further work by Jasco. If the other party accepted, Jasco would investigate, test and develop the process to the point of commercial exploitation. At this point the parties would give Jasco exclusive general licensing rights (excluding also the granter) for all technical knowledge and all non-Gorman patents. It was contemplated that Jasco would then grant licenses to outsiders. From royalties received, Jasco would pay a premium royalty to the party originating the process. Jasco's profits would be distributed in equal shared to Standard and I.G., which owned the stock of the company in equal shares.

The parties agreed to consult as to the best method of commercial exploitation of Jesco processes. In case of disagreement the decision was to be made by the party in whose field the process fell according to the 1929 Division of Field Agreement.

The processes which the Jasco Agreement was designed initially to cover, were in the fields of paraffin exidation (to produce fatty acids, etc.) and synthetic rubber-processes on which I.G. had been working. One effect of the agreement was to relieve each party of half of its expenses of development in return for surrender by it of

part of its interest in future royalties. Another effect of the agreement was to stimulate the parties to carry on development work on new chemical processes based on the raw materials of the oil industry.

In 1935 the German Sales Agreement was modified to bring in Shell. The new contract was between Standard, I.G., and N.V.de Bataafsche Petroleum Maatschappij, a Shell subsidiary. Shell's German seles subsidiary, Rhenania-Ossag Mineraloslwerke A.G., was brought into I.G.'s German distribution system on the same basis as DAPG, and it was agreed that I.G. should deal with Rhenania and DAPG on the same basis. I.G. had the right to terminate the agreement at any time after 1943, and any party could do so by giving two-years notice, such notice not to be given before the end of 1945. The agreement was to terminate with the Four-Party agreement at the latest.

A new series of agreements was made in 1938 in the field of "hydrocarbon synthesis", the production of the marketable major products of the oil industry from gascous raw materials. It will be recalled that S.I.G., though it had accuired all of I.G.'s experience and patent rights in the entire hydrocarbon field, had passed on to Mydro and IMP the rights to the hydrogenation field only, and only to the processing of solid and liquid raw materials. Subsequently Ruhrchemis A.G., a Gorman company not connected with I.G., developed the Fischer process for the production of hydrocarbons, such as liquid fuels, from gases. Gasoline produced by the Pischer process was somewhat inferior in octane rating, but it was more adaptable then hydrogenation for use with potural gas under certain conditions prevailing in the United States. Thus it presented a competitive threat of hydrogenation.

The principal parties to the eleven hydrocarbon synthesis agreements were Standard, S hell, I.G., Ruhrchemie and M.W.Kellogs Eo., an American construction company specializing in oil refinery equipment, which had also done some development work on the synthesis of oil products from gases. The agreements dealt with three separate areas: the United States and Canada (USAC territory), the rest of the world except Germany (IHS territory), and Germany.

OBAC (Hydrocarbon Synthesis Corp.), owned half by S.I.G., one fourth by Shell and one fourth by Kellogg, was organized in the United States to license hydrocarbon synthesis processes in USAC territory, USAC was to receive from the "Partners" (Standard, Shell, I.G. and Kellogg) and Buhrchemie all their technical knowledge on hydrocarbon synthesis, and all exclusive patent licensing rights in the USAC territory. The partners also agreed to render technical assistance to USAC on reasonable terms. USAC was to license any responsible oil or natural gas company on reasonable royaltics, endeavouring to obtain free reciprocal licenses under the licensess patents for the tenefit of other licenses and the partners, at home and abroad. USAC was to pay Ruhrchemie \$ 150 000 mithin one year, and retrogressive running the censes and the Partners, whether or nor such production was carried on under the licensed processes.

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HS (International Hydrocerbon Synthesis Co.), owned half by Ruhrchemie and half by HHP (which in turn was owned half by Stendard and half by Shell), was organized in the Netherlands to license hydrocarbon synthesis processes in IHS territory. The Partners and Ruhrchemie gave IHS all their technical knowledge on hydrocarbon synthesis, and exclusive patent licensing rights in IHS territory. (Russia, Japan and South Africa were excluded because Ruhrchemie had already alienated its rights in those countries). IHS was to follow the same licensing rolicy as USAC. IHS and IHP agreed to form an income pool, to which IHP was to contribute all its licensing income from processes for the hydrogenation of solid carbonaceous matter such as coal, and IHS was to contribute all its licensing income from the hydrocarbon synthesis process. The pool was to be divided in agreed percentages between IHS and IHP, the shares varying with the total size of the pool (IHS being favored in the lower brackets and IHP in the higher brackets). The effect of this pool was to rander it immaterial to Standard, Shell and Ruhrchemie whether a prospective licensee took a license for coal hydrogenation or for hydrocarbon

Dr.v.Knieriem Dok.Nr. 13

synthesis, and thus to prevent competition between the two processes. (It is not clear why no steps were taken to keep hydrocarbon synthesis out of competition with crude oil hydrogenation; perhaps the reason is that, although hydrogenation and hydrocarbon synthesis are competing processes with respect to coal, which can be used as a source of gassous raw materials, they do not compete with respect to crude oil, which cannot be so used.) The effect of the division of the pool was to give Ruhrchemie, the weaker company, the bulk of the more certain returns, and to give Standard and Shell a compensating preponderance of interest in the more speculative possibility of large future volume.

In Garmany I.G. and Ruhrchemic were both to continue the production of synthetic fuels, but to exchange technical information as t. future processes developed by them in hydrocarbon synthesis field, to grant patent licenses to each other and each other's licenses on reasonable terms, and to try and settle patent disputes out of court. With respect to processes for working up the crude products of hydrocarbon synthesis into finished oil products they agreed not only to give each other patent licenses on reasonable terms, but to grant each other a 25 % preference in royalty rates over other licensess.

In the fall of 1939, after the outbreak of the war in Europe, Standard and I.G. intiated discussions which led, h September, to a modification to the Janco Agreement. Jasco had been working on several projects, including synthetic rubber and taraffin exidation, but thus far had not brought any of them to the point of commercial explaitation, except for Oppanol. Therefore, Jasco had not yet received any patent rights or royalty income. There was a good chance, however, that some of the Jasco processes might soon be licensable, and Standard wished to change the agreement so that the mar would have as little effect as ressible on the licensing and protection of the processes. Accordingly, I.G. transferred to Standard exclusive patent rights on the Jasco processes for the United States and the British and French Empires, where I.G. expected to have difficulty in collecting royalties and bringing infringement suits, and retained such rights, free of any claim by Jasco, for the rest of the world. I.G. and Standard were to exploit those naturals indepand mtly, but if the resulting division of royalty inhave called for, a subsequent adjustment was to be made. Since technical cooperation would be impossible in wartime, I.G. transferred its Jasco stock to Standard. The devent of the war also prevented consumpation of a plan to pool patents and regulate competition in the field of "catalytic cracking". Catalytic oracking falls within the hydroceroom field. It may be defined as the destruc-tive destillation of crude oil in the presence of catalysts, being distinguished from hydrogenation by the fact that there is no addition of hydrogen. (There is a so-called "intermediate zone", in which hydrogen is added but not consumed, which is distinct both from catalytic analytic analytic and the statement of t telytic oracking and from hydrogenation.)

The exploitation of catalytic cracking processes was planned by a group of oil commanies (Standard of New Jursey, Standard of Indiana, Texas, Shell and Anglo-Iranian), which had a great deal of knowledge of refining and marketing of oil products; i.G., which was experienced in the production of catalysis; and two constructions.

1446

tion companies (Kallogg and Universal Oil Co.) which were skilled in the contruction of refinery equipment. In August, 1939, the parties initiated a memorandum of agreement alones the following lines: The parties were to exchange all their technical knowledge in catalyctic cracking and the intermediate zone. The oil companies were to cross-license each other, making some payments to I.G. because of its contribution. (Since these processes fell within the hydrocarbon field, however, I.G. was obligated to pass 80% of its receipts on to Standard under the Four-Party Agreement. This was kept secret from the other parties. Standard was willing to increase I.G.'s 20% share in order to maintain I.G.'s interest in catalyctic cracking research.) Licenses were to be granted to other oil companies on royalties to be divided among the parties. The construction companies were to be made licensing agents for the USA and C made, and prosumably would obtain their compensation primarily from the construction of oil refineries for licenses, Kollogs being also given the exclusive right to design and construct catalyctic cracking and cortain intermedate more equipment for Shell; Taxas and the two Standard companies. I.G. was to receive all German pat mt rights free. The licensing outside the United States, Canada and Germany was to be handled by a licensing company owned half by Standard of New Jordey and half by Shell.

After the war started I.G. - meanwhile replaced by CRA Inc. - was informed that all parties had approved of the agreement, which contained a war clause to the effect that each party should be relieved of any obligation inconsistant with governmental restrictions.

Dr. von Knieriem Lok.Nr. .13....

#### Certificate of August von Knieriem.

On instructions from the office of the Control Officer, I.C. Farbeninoustrie A.G. (U.S. Zone) I prepared a report entitled "Relations between I.G., Stancard Oil (N.J.) and others", deted 3 October 1945.

.......

0

A revised copy of the report of 3 October, incorporating the corrections of 10 January 1946, is attached hereto. The statements contained in that revised report are true to the best of my present knowledge.

August v. Knierion

Frankfurt a.M.-Griesheim, 12 January 1946

Die worte trou und rienties Absehrift des obigen Schriftstucckes wird hiermit bescheiniet.

> Horst Polekrann Rochtsenwelt

br. von Knieriem Dok. Nr. 14 Headquarters United States Forces European Theater Office of Filitary Government (US Zone) Control Office (IG Farbemindustrie AG) A P 0 757, US Army LL/hp 31 July 1946 TO :Dr. August von Knierien c/o Commandant, Dustbin THREE :FIAT, EPES, AFO 757, U.S. APRY 1. Since I am returning to the United States in a few days and will probably not be personally available to answer inquiries about your work for this office, I think it ampropriate to send you this latter to sorve as a costificate that you have rendered willing aervice to the !'ilitary Government. Over a period of some months last winter you were called upon to report to me on the ribationships between I.G. Farbenindustrie A.G. and various other companies, marticularly in the fields of eils, nitrogen, nickel, synthetic fibers, and light methis. You performed this service nuicly, willingly and thoroughly. I think it should be stated that your attitude was one of active cooperation; in other words, you did not simply amover specific quastions put to you, but voluntarily came forward with a good deal of information which you understood to be of interest to this office. It goes without saying that, as a result, our work has been considerably expedited. 2. I have made no investigation of your personal activities prior to the end of hostillties, and therefore am in no position to express an opinion as to your innocence or suit of any charges which may be made against you on account of such activities. It is my personal belief, however, that the attitude of cooperation which you have displayed does ontitle you to have specific chargos presented against you within a reasonable time, if such charges are to be made, and I hope that your status can be clarified in the near future. s. Louis Lusky Louis Jasky W.S.Civ. Chief, Decertelization and and Planning Brench Die verteetr m une richtige Abschrift des origen Schriftstuecks ire blervit bescheinist. Horst Polokmenn Rechtanwalt - 104 -

Dr. von Knieriem
Lok. Nr. 15

Louisville, Kentucky
August 26, 1947

ure from Germany, a litts letter certifying that
luable services to me in
agreements of I.G. Farbendid not think it approe nature of your services
out expressing any

however, that you are
of war criminality, in
roper to give you, for

Pr.August Von Knieriem g/o Commanding Officer War Crimee Bullding Nuremberg, Germany

Dear Dr. Won Knieriem:

At the time of my denarture from Germany, a little over a year ago, I sent you a letter certifying that you had rendered willing and valuable services to me in my investigation of the certal agreements of I.G. Farbenindustrie, A.G. At that time I did not think it appropriate to do more than state the nature of your services to me and my organization, without expressing any opinion as to your character.

I have recently learned, however, that you are now under indictment on charges of war criminality. In the circumstances, I think it proper to give you, for whatever value it may be, the estimate which I formed of your character during the several months in which you were working under my direction.

During those several months I reached the conclusion -- which I have not previously communicated to you,
or, for that matter, to anyone else -- that you are a man
of the highest probley. I exemided with great care your
several reports to me and subjected you to sourching or orose examination in order to secentain the existence as
misstatements or concealments therein. I also crosschecked these reports, as far as I could, with other
sources of information available to me. In no case did I
discover any substantial inaccuracy or ommission.

luring that period I also had occasion to dis-

Page 2 of the original

Dr. August Von Enieries August 26, 1947 Fage 2

policy, particularly in the fields of cartel and patent law, and found that although we were frequently in disagreement, your position was based not on a belief in the totalitarian principles of the Naci Government but on an enlight med legal philosophy fully consistent with the best traditions of the Anglo-American Bar. As I recall, you were a member of the Navi Party; but it is my personal opinion, based on my careful observation of you during the above mentioned association, that you did not subscribe to 1 to doctrines.

You understand, of course, that I am no longer an employee of the Military Government and that the crimions I express in this latter are entirely my own. It may also be appropriate to state that I have written this latter without any solicitation by you or on your bohalf.

I am sending a copy of this letter to the Ameri-

Very truly yours

s,Louis Lusky

Louis Lusky

LL: ah

CC: American Chief Prosecutor War Crives Tribunal Nuremberg, Greeny

Die vortentreue und grobtige abschrift des ohi en -Schriftstuecke vird hierelt bescheinigt. - '

Hechtphyelt

#### DOGULARY BOOK III KHIARISM

Doo. No. 16

# Excerpt from the minutes of conferences with

Minutus 1 - 14 Contract Problems Standard

File number: Records Building S 39 1 G 9

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En. 7 "Results of the conferences with Mr. Howard at Ludwigshafen and Heldelberg on 5, 8, 7, and 8 February 1936"

5.) Interchange of experience and intervention by State authorities.
Mr. Howard econsionally mentioned the very interesting fact that Mr.
Russell was ordered by the government not to reveal a specific,
not exactly indicated process in the field of hydrogenation. Yet,
this order was withdrawn later on, as a result of a protest made by
Standard.

(signod:) Dadon (signod:) Ringer

This is to cortify that the above is a litural and true copy of the original.

Herst Poloknamn Attornoy-at-Law. American Business and Standard Oll's Blue Frint for World Trade

Secrets Turned Into _iehty War Weapons . Through I. G. Ferben.

Agreegemt Discussed by H. T. Faslam, Standard Cil Company (".J.)

I A a che ical engineer by profession. Like most che ical sugineers. I have seen strange things harven - in the laboratory and in the superimental development of new discoveries. I have had many thrills looking at that was going on in a laboratory, but scarcely ever realising that that I was seeing that that I was seeing that indeed a miracle.

For no other reason, they may interest you because they are timely directes, miracles without which we wobably could not have ugn, this war. But the nest fascination thing about them is that they are miracles which had their backnings fore than 15 years ago in the land of those same wazis whit whom we are now at feedly war. Scorets brought to America from Germany 15 years ago by American schemists have been turned into highly war one which to-day are blasting into bits the very laboratories in Germany there the key to them was first discovered.

Lord for our discussion of "American Pusiness and Jorld Trade." They fill give you an insight into an "International Agreement," with which I have personally been connected, one may or another, for the past 15 years.

They will make you acquainted the living accomplish-

ments resulting from the co-operative efforts of many men working long hours over long years.

Talk of Oil Shortage in 1926

It sterted in 1926. In September of that year the Federal Cil Conservation Scard-a Board made up of the Sectetaries of Far, Favy, Interior, and Converce-made a reject to President Collinge, saying that American had only six years! supply of oil in sight.

the officials of Standard Cil Company did not agree in 1925 that all of their country's oil would run out in 1934. But when so august a body as the Federal Cil Conservation Board made such a statement. Standard decided that something should be done. They did to things: -

First, they went to the fer corners of the world to seek for oil, at the same time developing now geological methods of finding oil

Second, they set out to find how to convert coel to oil for there was known to be neveral thousand years of supply
of coal in the States.

I was a Professor of Chapical Engineering at the Leasachusette Institute of Technology, and had been a consulting engineer to the Standard Cil Company (201 Jersey) for several years.

In 1927 I took a job offered me by Standard to build an entirely her laboratory at Beton Rouse, Louisiana, for the express surpose of finding a solution to the shorteness by convertine coal to oil. By June, 1927, we had produced here in the United States patroleum from coal on a very small scale.

In the meantime there had been much talk in tech-

mibal journals about her the Germans were using a new hydrogamation process to convert coal into oil. By this process
a lung of coal is made to unite with a colcurless gas - hydrogen - and the result is an oil exactly like petrolaum.
They had experimented along this line much earlier than re,
because they didn't have much natural oil. In the surmer of
1927 Standard sent three of us engineers to Dermany to look
the situation over. Our job was to decide whether that wocoas was an success, and whether it would be conscretally
practical in the United States.

We went through the clants of 1.G. Parbenindustrie at Leibels and Undergahaden. In the United States at this time we had unde a few small test bubbs of this oil from coal in a ciscs of a paratus about the inches in dismater and about the feet long. In these German experimental plants I say them carrying out this process in multiple reaction chambers, each 7 feet in dismater and 40 feet high, making pasoline from coal in tank-car quantities. This shows have far advanced the German case over us at that time.

Las technical man, "e had the alternatives. One "as to spond 10 years of our liver trying to eatch up with the Germans and than yo on from there. The other was to buy their, knowledge, bring it to America, and immediately start developments here. We recommended to the borre of Standard Cal Johnsany that they buy the knowledge. They arread, and he gove the Germans the equivalent of about 35 million dellars.

Eydronecation the Key to many gracies

That was a lot of money, And since we didn't cant to be come over to Garmany every three or four years, and paying a similar a ownt for some "ne" confidention or "ne?" increvement of this process that they might have up their sloevs, to asked them to sell us everything they might discover that could be used in the oil business our business during the next 17 years, or until 1947. Seventeen years is the life of the United States patents on hydrotehation we projected buying.

"But," the argued, "while your request is reasonable what is to prevent your using our inventions - or other inventions you make as a result of the knowledge we will give you - available in our business - drugs and dyes?" To evercome this objection we said that "while we have never yet carried out research in the drug and dye fields, and have never taken out a single petent about these lines and have no intention of doing so, if we do to will sell than to you at a fair figure." This agreement, incidentally, is the basis for all the loose talk 12 years later about our having created a "cartol."

cess. We brought it over to the States and in edictely made it available to the whole oil industry. Its acquisition by American interest was hailed in newswarers. In the thee years it was being negetiated it was written up on 11 occasions by The Por York Times alone. During the next five years we spont \$ 15,000,000 in America in research developments on the precess. We found out better and cheaper methods for making oil from coal, and if American oil wells should over run dry the American oil industry will be ready to make out of soal the gasoline to run our automobiles and trucks and buses and acroplenes.

This same hydrogenation process - which Germany now uses to surely over one-half her var-time use of oil - was to be the key that years later unlocked the door to a lot of

miracles that to didn't dream of them. It was this very process which first provided 100-ectane aviation resoling in commercial quantities, thus enabling - as early as 1935 -

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the Daited States and British Air Corps, the Pratt and flitmay, and the Bright aeroplane engine companies in America,
and the Holls-Reyco, the Horevies, and the Bristel factories
in Ameland (but not the Germans) to re-design their aeroplane
angines and increase their power for a given size and wortht
of entire by 25 to 30 per cent. - the edge in the air that
effect coast victory or defeat, lift or death, A British authority has stated that it as the use of 100-octans resoling first made commercially possible by America's use of the
hydrogenst-ion process - in the furricant and Spitfire fightare that was largely responsible for victory in the Battle
of Britain - a miracle not only for the "many" the ore so
much to so "for," but a miracle, the, for us here in America.

Lot us shift from fuel to prolosives. To me, here is another picele - the transformation of petroleum to the apal-tar -r-d of teluel, the second "T" in T.P.T., the high a losive tri-mitro-teluel that is used in shells, books, and terpodes.

In forld far I shout 95 mer cent, of to total came as a by-product during the production of coke used in the manufacture of steel. Production as very Limited. In stite of all America could do to ran very short of toluci in Torld far I, although the use of books and high emplosives in that war was only a small fraction of That this far requires.

To-day America and her Allies have higo quant; ties of tolded, thanks to thehelp of the very oil hydrogenation process that German originated.

In 1933 we first discovered this application; sin Years later, after work as steadily with the War Department from that time on, and unknown to the I.G. or any other company, the first tank car of synthetic nitration-grade toluch ever made in the orld was should from our refinery at Daten Rouge. Louisians, sixteen ments before World War II broke upon us.

From a Little Sottle Labelled "opeanol"

Vary projectly after a large plant was built for the Ordnance Department, which went into production one month before Pearl Ferbour. Since then this plant has recrated experimently at over two these practice capacity, and has supplied about two-thirds of all the teluol for the high emplosive T.N.T used by the combined United States Army, the Yavy, and the Air Series for the entire year 1942.

Wo're proud to-day to know that four out of five of those bombs dropping on Germany and on the territory occupied by Jamin come from retrolous, and that most of them use tolural made by that hydrogenation process so bought from Germany 14 years ago.

Another miracle that I many to mention briefly is a substance that many may never have heard of. To called it "Paratena"." We obtained this product from the I.G. because we had insisted on retting all their oil inventions during the life of the hydrogenation patents.

In 1932, the years after the agreement was made, one of our charists picked up a sample of this chemical curiosity in an I.G. leberatory and brough it back home with him - a little bottle of what the Germans called "Oppanel".

Each in America some of the men in our laboratories had been working for years on a very forrisone problem - the

fluidity of lubricating oils. Oil, like nelasses, thickens

Joll, our chamists finally found that this chemical enriceity of the Germans was exactly the missing link that research che ists had for years been looking for to give oil a ore stable viacceity under changing temperatures. We found that this substance could be dissolved in oil, and that when a very small quantity - only two or three for dant. - was added to oil, the oil did not thin out nearly so much under extreme heat for thicken up so meh in extreme cold.

Bussia? Did you conder thy it was that the Russian tanks kept soing last winter - thy it was that Russian areasont drove the Germans beek to and Poland when the freezing cold set in even then the German communique complained of cold so bitter that the cil freezing this motors? The Russians had "Faratone", made in the Tersey, U.S.A., free a process originated in Germany in 1932, and used first by us in lubricating cils in 1934, and thich the Germans couldn't use because they lacked the moded restatorials.

Tavo you wondered, why our fighting planes in Africa can work a mothly at stifling desort heat and then zoon to strate-school of -550 F. and still work as stoothly? They had similar "Parate "-troated bils.

on Flying Portrosses 'erked as amouthly at 36,000 feet ab at 200 feet? They have been operated by hydraulic oils also made from "Paratone."

Every single gun firing a shell larger than about 37 nm.
in the United States Army and Navy has its terrific recoil

absorbed by "Paratone"-treated cils. Every turnet on every warship and every turnet on every tank has been swang around and its guns raised and lowered by "Paratone" -treated cils, thus making their fire power greater and more accurate.

You, truly a miracle as well as the frony of fate.

The next diracle I want to touch on briefly is one about which all of you have heard a great deal during the past two years. In many ways it is the most important miracle of them all - synthetic Buna rubber.

A basic ingredient of Buna rubber, as you know, is butadiene. Because they lacked oil, the Germans learned to make butadiene from coal. But because butadiene could also be made from oil, a part interest in the Buna rubber process itself (3/8ths) came to us because we had insisted back in 1929 on getting all off I.G.'s inventions in eilebenistry until 1947. Consequently we learned a great deal not only about synthetic rubber, but how to make it from oil.

Twolve Years' Research Went Into Buns

By the time the Nazi army marched into Poland the Germans had just gotten into operation their first largescale commercial Buna plant of 25,000 tens capacity - probably about one-tenth of their war requirements and about 1/40th of our present programme. At that time (1939) for people in Government or out dreamed that, even if war over came with Japan, the Jaks would be able to take Singapore and the Dutch East Indies. Pevertheless, there had been in the States nearly 10 years of study of the problem of producing Buna from oil. By 1938 Standard had been conducting initial conversations with the leading rubber companies in the United States on the merits of the Buna rubber process and product. And by 1939 five lead-

ing American rubber companies were running tests on Buna rubber tyres. (I, myself, took a sample to one rubber company as early as 1934.)

The Germans, under the cohtract that we had made with them 10 years earlier, owned a majority interest in Buna rubber - their own invention. However, by a settlement with them in September, 1939, we obtained from them all their rights in the Buna rubber process for the United States and the British and French Empires, and gave up our rights in this process for the rest of the world. A few weeks later two whole years before we got into the war - we were down in Washington reporting the new situation to the Army and Navy Bunitions Board, seeking their advice on future developments of synthetic rubber in the United States. From then on we were in constant contact with eight different agencies of Government on this problem. When the Japs atruck that Sunday morning at Pearl Harbour we didn't have synthetic rubber in any large quantity, but we had the knowledge obtained by over 12 years of research work, and finally, with the help and co-operation of Government and many others, we had got ourselves in a position where we could make a start: And several months later,

(Continued on page 723)

December 25, 1943 THE PETROLEUM TIMES

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AMERICAN BUSINESS AND STANDARD OIL'S BLUE PRINT FOR WORLD
TRADE

(Continued from page 700)

when the Japs took the Rubber of Java and Sumatra, we were on our way. The rest of the story you know. William Jeffers, former Rubber Czar, down in Houston a few weeks ago, said that the

Dr. von Knierier Dok. er. 17

Enited. States rubber progresse would be a year and a helf behind where it is now if it had not been for that pro-wer research Standard Oil Corpany (New Jersey) conducted, which started in 1930, following our 1929 type erant with I.G.

There are other riracles besides these that I have mentiones, all of their powerful weapons of rodorn easie that one in to being in the to help us win cost is portent war to history against the evil and ruthless forces do inuting the very country where the miracles has their beginning.

There is not that to discuss all of their.

Further or , ther is enother espect of this situation that I would like to take up with you. Public coinion polls, such as the Fortum poll, conduct a by Fire Reser, show that fully three-fourths of the derican public is in favour of the United States taking a larger part in world affairs after the war than we did before the very not all of the balance are opposed to the inea. Many of them confess they shold have not the up their incs. A clear majority - in fact, rearly 60 per cent, of all the people - would carry this perticipation in order frairs to the point of an organisation which had a hard Court and a police force strops enough to enforce its decisions, and in which the United States . . participated actively.

Dr. von Knierio: Dok. Sr. 17

Die wortgetroue und richtige Abschrift des obigen Schriftstuccks die hier it bescheinigt.

> Horst Pelck ann Rechts; nwelt

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## DOCUMENT BOOK III KUIERIEM

### Excurpt from the "New York Times" of 27 March 1942

The charge made by Thurman Arnold, Assistant Attorney General, before a Senate Committee to the effect that Standard Gil Company of New Jorsey had hindered amicolayed the production of synthetic rubber in this country was declared yesterday by w.S. Farish, president of the company, to be "wholly without foundation."

Mr. Parish in his statement, said:

"The facts on the butyl rubber development are as follows:

In 1936

......

"The allegation that the I.G. was at that time withholding technical information from Standard on German synthetic rubber, and therefore Standard should not have lived up to its commitments, is untrue. I.G. was at the same time supplying Standard with much desired information on the production of raw caterials for Suna rubber from all. The only thing I.G. was withholding was the detail of their government-spensored program of producing Suna rubber from each in Germany.

Tois is to curtify that the above is a litural and true copy of the original.

Herst Polekmann Attorney at Law Auszuege aus

"Buna Rubber"
The birth of an industry

by

Frank A. Howard

D, Ven Nostrand Company, Inc. New York

-,-

#### INTRODUCTION

I first became acqueinted with the author of this book, Frank Howard, whom in World War I both of us found ournolvon in Washington exerting ours lvos to the utmost to aid the Allies -ith any scientific knowledge which we had that might be made applicable to the pressing problems confronting the armed forces. As a result of this acquaintance, at the close of the war Professor Ira Rumaen, ex-Promia.nt of Johns Hopkins University, and hr. Howard came to me to ask for my assistance in some of the problems of the patrolcum industry in which they were engaged, and for a few years thereafter I saw much of Mr. Ho-ard's own activition and found in him a man of high character, fortile scientific imagination, and of penetrating intelligence, both in petroloum science and in law. It was because of this association that I had some little familiarity with the negotiations carried on by Mr. Teagle and

Pr.Howard on behalf of the Standard Oil Company of New Jersey, and Dr.Carl Bosch of Germany, Nobel prize winner in chemistry for 1930, on behalf of the "I.G. Parbonindustric." For all three of these men I developed a
very high admiration.

I have ned the opportunity to look over the proof sheets of this cook, and am ours that the history which it nareratus comes from the pen of one who knows more about that history than any living person. It therefore represents a contribution of great interest and value to both petroloum and their chemistry, as well as to the understanding of the pelitical and scientific developments which were intimately connected with both World War I and World War II.

The factual attitude and the scientific objectivity which Mr. Howard has maintained throughout his marrative, in particular his entire freedom from caustic criticism in spite of the fact that the book lies in two nightly controversial fields, international big business and governmental administration, gives it a unique value as a case history in these fields. It is written with a intechment extraorginarily rare for anybody who was so active a participant in the developments which it marrates. In it Mr. Howard acrongs not in the rele of a propagandist. He is clearly concerned only with getting a factual account of a critical chapter in the evolution of our present-day world.

November 27,1946. ROSTRY A.MILLINAN

Chapter I

Page 2 of the original 4.paragramh

I first saw a piece of synthetic rubber almost immediately after I joined the Standard Gil Company (N.J.)

organization in October, 1919. Neither in "life" nor in strength was this a ynthetic rubber at all equal to the natural material. But it was a soft plastic material which would stretch and, by Mingley's homely definition as well as by the more conventional reasoning of oremanic phomists, it setually was rubber of a sort.

Dr. Clerence I. Rebinson, then Standard Oil's chief chemist, had been spread early to the year visiting the Company's European refineries for the first time since 1914. The desperate last years of the first World War, page 3 of the original he found, had reduced the German oil industry to a shadow. Like a starving man, it had been trying, with the aid of chemistry, to live on anything it could find. The rubber industry had been even harder it, if possible, then oil. There was absolutely no cruis rubber available, and rubber was desperately needed, not only for tires but also for electrical insulation, for balloon fabrics, for hose, for angine packing - in fact, for almost every piece of industrial, marine, naval or sir equipment.

Girmany's success in meeting this problem, at least to a small extent, by producing several tons of synthetic

rubber a day during 1917 and 1918 was regarded at that time as an outstanding chemical achievement. Ir.Robinson was able to obtain a sample in 1919, and this he brought back and showed to me in October of that year. He was not sure of the origin of the sample, but he believed it was from synthetic rubber made by the Backson Anilin und Soda Fabrik of Ludwigshafen-am-Rhein.

This first Gurman synthetic rubber was not the same chemically as patural rubber. The Germans had chosen as their raw material dimethyl butadiene, a hydre arten molecule closely akin to isoprone. They had somethyl developed at least three different techniques to polymerize these molecules into long chains resembling natural rubber. The synthetic subbers produced were called methyl subber. One technique produced a tire subter; another, a subber for hard molded products such as battery boxes; and the third, for fine products on the such as wire insulation for simplane magnetos and postings for balleon fabric.

The "rubber" of Ir.Robinson's sample, which was examined in Spandard's Bayway research laboratories in 1919,
was so bad that we could real believe the stories that
solid tires made of it had to be jacked up at night in
cold weather to prevent them from developing flat soots
where they rested on the ground. But it was, histori-

cally, the seed of the Buna syn-

Page 4 of the original

thotic rubber which kept the whoels of civilization turning twenty-five years later.

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Chapter II

Oil from coal

The stream of fate which carried to America two of Germany's greatest scientific achievements, first the production of synthetic oil and then, in the nick of time, the production of synthetic rubber, had it origin for back in the history of America's foreign trade.

Page 13 of the original 3.paragraph
I arrived at Mannheim on March 28,1926. This city, at
the juncture of the Rhine and Macker rivers almost
directly sept of Paris, was at that time a large and
pleasant industrial metropolis. Between the Rhine and
the French border lay the fartile plains of the Rhine
Palatinate and the disputed mining province of the
Spar. On the west bank of the Rhine, scrope from Mannheim, was Ludwigshafer, main production and technical
center of the Badische company. The French army still
occupied the Rhineland, and bridges between Mannheim
and Ludwigshafer were patrolled by French troops. The
main works, offices and Jacoratories of the Badische
company at Ludwigshafer were all in the French zone of
occupation. The Badische therefore maintained a general

office in Mannhoim and a small executive office in the ancient university town of Heidelberg, some ten miles up the Nacker river.

At Endwigshafon I was rlunged into a world of research and development on a gigantic scale such as I had no ver seen. The Badische was one of the largest, eldest and most successful chemical companies in the world. The manneauth had had time to balance the cost of new industries against the earnings which they produced, and had reached the conclusion that sound industrial research was the most profitable of all their investments.

With this background and paicy the company had undertaken to convert coal into oil. They had chosen as the point

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of attack the direct addition of hydrogen to coal, the operation shows to be possible by Bergius but never successfully industrialized. The fact to be faced was that before an industry could be built up based as making oil out of coal, new scientific discoveries and much development work more needed. First, and most important; some means had to be found to make the reaction go factor. For of the coal had to be converted to oil more quickly.

When a chamist ishus to speed up a reaction, he has, gonorally speaking, three ways to turn; he can increase the temperature; he can increase the pressure or concentratDr.v.Knieriem

ion of the reacting meterials; most useful of all, he can try to find a substance which will act as a "midd-leman" to bring the reacting substances into the most intimate contact and thus facilitate their union or inturaction. The "middleman" is called a catalyst.

Badische ha d found catalysts that would work successfully. They were shoep, hardy and long-lived. Especially, they were immune to the disease which had proved fatal to all such entalysts previously tried-sulphur
poisoning. These new entalysts thrised on sulphur an
impurity always found in oil and coals, and if there
was not enough sulphur present to meet their appointes,
more was added.

This was really a new race of catalysts - catalysts which not only caused hydrogen to unite with coal to convert it into cit, but also caused heavy cit to decompose and simultaneously react with hydrogen to make gasoling or kerosome or diesel fuel. With those catalysts and hydrogen, inferior grades of crude cits or coal tars could be converted entirely into highquality gasoling. Operations had first been proven on a laboratory scale. From there they had been carried forward through increasingly large units which were already in use at the time of my first visit. There were hydrogen reactors 30 feet high, operating at pressures of 3000 pounds per

square inch, and internal temperatures up to a visible red heat.

Fage 15 of the original

I spent a day surveying these laboratories and experimental installations at Ludwigshafen, returned early to my hotel, and wrot. a brief report which I forwarded at once to Paris where I know that Mr. Walter C. Tengle, President of the Company, and some of Standard's other senior executives were visiting at the time. I urged that they join me at the earliest date.

A few days later we met in the lovely medieval town of Heidelberg and not down together there to pender the offect the startling scientific developments at Ludwigshafen, ten miles away, would have on the world's cil industry.

Two things seemed cleer.

The first was that if the worst types of crude oil and the could be converted entirely into gasoline, the oil industry would be longer need to worry about having its products get out of belance with demand.

The amount of geneline naturally present in crude oil is relatively small. By the simple distillation methods used in the early days of the industry to separate the crude oil into its component fractions, four barrels of crude were required to produce less than one barrel of gase-line. So long as the principal product sought from oil

were kerosene, the amount of gasoline obtained did not greatly matter. Actually, some of it had been dumped as waste. But invention of the automobile and the electric light changed the situation. The need for kerosene declined, while the demand for gasoline increased constantly. About 1911, Dr. William N. Burton of the Standard Oil Company (Indiana) developed the first practical process for application of heat and pressure to crude oil to crack some of its large molecules into the smaller, lighter molecules of gasoline. The Burton process and the later more highly developed cracking processes turned out a barrol of gasoline free about two barrols of crude.

But it was emparant that this might be inadequate. At the rate the automobile industry was growing, no one could see how the oil industry was going to meet the '

demand for gaso-

Page 16 of the original
line. Senator LaFellette had predicted that gasoline
would go to one doller per gallon and a good many sensible
people feared that he was gight. The Badische process
by which the entire barrol of crude oil could, if nocessery, be converted into gasoline was therefore of the utmost potential value.

¹⁾ The claor.

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But fundamentally more important, perhaps, was a second consideration - the conversion of coal into cil. Throughout the history of the cil industry there have been recurrent crises when it seemed that crude cil reserves were dwindling dangerausly. The nation was experiencing, at that time, such a crisis. New fields which had been brought in were disappointing in size, and in the United States there was a widespread pessimism about cil prospects. Eaxican fields had shown some promise, but the most abundant supplies were of poor quality, containing as little as two or three per cent of gratine. The least hopeful of the American authorities estimated the total known remerves of cil in the United States as not sore than seven years' supply.

While not so possimistic as that, nost of the people in Standard's organization considered it predent to explore alternative sources of liquid fuel. Accordingly, some costly programs had been undertaken. The first was to prospect for ant sequire good deposits of oil shale; and the second, to try to develop accommical processes of roasting this shale to extract the oil. Standard had gone far enough along both lines to be nonewhat discouraged. The good shale deposits of large size word in Colorada, Wyoming and Utah, one to two thousand miles from large consuming oil markets. To mine the chale and transport it to a location 1) See report of Federal Oil Conservation Board 1926.

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suitable for roasting or ratorting was a colossal undertaking. Retorting of shale had been carried on in Scatland over several generations; the process was entirely workable, but costs of equipment and operation were high. Last of all, the shale oil when obtained an average ex-

pected yield was about and berral from each ton of shale-presented more problems in refining than our lowest grades of crude oil.

By contrast, the Badische method of hydrogenating coal scamed much more rational and attractive. This method converted the coal directly into an oil product containing a responsible proportion of gesoline, and by treating again with hydrogen, could convert the entire balance, if necesseary, to gasoline. It was known that America had enough coal deposits of fair quality and in locations near consuming areas to provide for its oil requirements for hundreds of years at least.

It was 1926 when this small group of Standard Oil Company (N.J.) executives sat there in Heidelberg and
talked of the future of the oil industry. It seemed clear
that the German hydrogenation processes, and the new
horizons they opened, were tramendously significant perhaps more significant than any technical factor over

introduced into the oil industry up to this time. Their commercial importance would depend, of course, upon the cost of equipment and operations involved. The basic scientific wroth me seemed to be mostly solved, but the economic result would depend upon the effort spent in developing and impreving the practical operations.

It was aloar also that these new techniques affected snother factor in the world's oil picture, that is, the nationalistic factor. Every nation had to have oil. If nature had not put oil within a country's borders, it had to be imported. Save for the United States and Russia, the nations which were the great oil consumers were not important oil producers. But Europe and even Asia, Africa and the west coast of South America had large coal supplies. Although hydrogenation of coal probably could never compete on an aconomic basis with crude oil, so long as supplies of the latter were adequate for world demand, it could be made the foundation of a protected manufacturing industry in many countries willing to pay the price.

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By this time another officer of the company had joined the party at Heidelberg. It was agreed we must at once determine as well as we could the present status and prospects of the hydrogenation technique.

In the following days all our party inspected the laboretorics and plants at Ludwigshafen. We talked separately and in groups with the Badische executives. The best guess to could make was that, although it would probably be neveral years before the hydrogenation operations would be ready for general use, it was very likely that they would eventually prove to be practical on a large scale. The cost of geneline produced from powl would, we guessed, be from 18 to 30 cents per gallon higher then that of gasoline from crude oil so long as new reacryes of cil could be found, but not high enough to provent the growth of the automobile industry is oil supplies should foil. And although there were very little d-te yet available, it neemd -led probable that the hydrogenetion process wouldn't be of value in the refining of natural petrolous.

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"American Rights In German Synthotic Rubber"

During the summer of 1926 the sucstien of how to cetablish some sort of working arrangement on the hydrogenation process continued to receive the attention of Standard Oil Company (N.J.) and the Badische Company.

Page 22 of the original 4. paragraph In the enrly summer of 1927, a party of Standard

¹⁾ This guess proved about right. Some optimates as lowas 11 cents were made later but scutal experience was mearer 25 cents.

officials, including Mr.Haslam and Mr.William C.Asbury of his new Baton Rouge staff, went to Germany for detailed talks with the I.G.scientist. By this time the Germans were odcoming outte frank in their disclosures of technical information. It was understood on both sides that some agreement which would permit technical cooperation was certain to be made, although no one could yet predict that it would be.

In the outumn of 1927 D . August von Knieriem, the Ba-Page 35.of the original dische legal director, came to New York. Together he and I made am outline draft of the first contract butycon Standard and I.G. Everyone realized the potential importance of the agreement, and our negotiontor's draft was subjected to the ment careful atuly by the largers for each party. Mr. John W. Davis, former Solicitor G noral of , represented Standard as its general the United States legal counsel and Mr. Charles Weave, former President of the International General Electric Company was patent counsel. The senior officers and directors of both companies followed the negotiations closely and the final contracts were promptly accepted and signed in Saptember, 1927, on the authorization of the Heards of Directors of the parties.

I) Ambanancor to England 1918-1922. Democratic candidate for Promident of the United States in 1924.

Page 24 of the original 3.paragraph The contract with Standard was to run for twenty-five

Dr. v.Knieriem Dok. Br. 19

years. At the request of the Germans, it was supplemented by an exchange of latters between the two companies, signed by Mr. Tengle for Standard and Dr. Bosch for I.G. These latters expressed the reliance of each upon the good faith of the other and declared that the parties would renegotiate the contract provisions to meet future local problems as they arose. The text of the two latters, which were identical, read:

"Referring to our persement of Sept. 27, 1927, we wish to That thet it is our understanding that the discussions of the parties in connection with the negotiation of this agreement have shown that each party purposes to hold itself willing to take onro of any future eventuplitics in the opinit of mutual helpfulness, particularly clone the following lines: In the event the performance of the egraement or of any meterial provision ther of by either party should be horoafter reatrained or provented by operation of any existing or future law, or the beneficial interest of of ther party be allumated to a substantial degree by operation of law or governmental authority, the parties should enter into new accountions in the spirit of the propent contract and enaceyour to edapt their relations to the shanged conditions which have so arisen. Further, in the event the interest of either party should nuffer from some oruse hich sight be rectified by the change of the form of the present, while preserving its substance and the interest and obligations of the perties in the subject metter thereof, the parties enould, and will, endeavour to revise the form of the agreement is such particulars as may be necessary to avercome the difficulty encountered. This lotter is intended to make a record of the discussions of the foregoing subjects and of the understanding which we have of the position and intentions of the portius and of the spirit in which the parties have agreed they will approach and endeavor to earry thru the readjustment of their contractual relations if such readjustn at is necessary for the protection of the interests of one perty and does not diminish the effective rights or interests of the other party, so fixed by the ori-

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By American legal standards these letters were only an

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unnecessary record of good intentions. But no one could object to their purpose, and with their own past experience and uncertain future in mind, the Germans thought it a good thing to supplement the actual contract covereing the long uncharted course shead by these letters copness.

I) Under the mistaken impression that these letters had originated two years later when the 1927 contract was replaced by three new agreements, the latters were described by critics of Standard appearing before a Congressional Committee in 1942 as a "Co-ordination Agreement" to "co-ordinate" the three 1929 contracts.

Page 26 of the original ing the moral obligation of the two companies to try to correct any inequition which might arise.

The 1927 contract was too limited in its scope to be entirely satisfactory to either side, even when it was made, and the difficulties quickly became more apparent. Having no basis of agreement at all outside of the United States, the two companies found themselves competing to extain foreign patents on inventions on which they were supposed to be working together. The inventions and improvements useful in oil hydrogenation could usually be applied also in coal hydrogenation but the fate of coal hydrogenation in the United States still remained entirely in the hones of the I.G.; and neither Standard nor any other American company could do any—thing about the process in the United States without

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opportant that the technical knowledge exchanged between the parties and acquired by both as the result of their joint research on oil hydrogenation was of great potentally value outside the scope of the contract. Each party would inevitably use to its own best advantage, everywhere and in every way, whatever it learned from the other. Frenk and full cooperation in research under such conditions was an impossibility.

Through the next two years, while we were proceeding together am best we could with the oil hydrogenation research in the United States only, the parties discussed
those difficulties and new auestions aniembly. There was
an effort on both sides to apply in the broadest way the
arineiples of fair dealing to which the chief executives
of the two companies had conditted them by their exchange
of letters in 1927.

Standard was quite willing to expand its existing limited interest in the German hydrog nation process, an interest for which it had made no direct payment, but the Germans could not see that this would be either practical or fair to them. Dr. Besch pointed out the possible conflicts of interest between the I.G. and Standard in the upbuilding of a great synthetic oil industry in Europe, and was also quite frank in saving that his company had now apont such enormous nums on the hydrogenation process that they

could not part with any further interest in it save
for a very large direct payment. The only clear road
Dr. Bosch could see was for Standard to buy all the I.G.
interest in the process except for Germany.

This suggestion was referred by Standard's Board to a committe made up of Mr. Heinrich Riedemann, Standard's goneral European sales manager, Mr. Edgar V. Clark, vice president in charge of refineries, Mr. Haslam and myself. In December, 1928, the consittee recommended a purchase formula. Standard would buy the hydrogenation process and all substitute and related processes of the I.G. for the world outside of Germany, but the purchase price would be reduced below the figure which it had been intimated was in the minds of the Garmans by loaving with them a royalty interest. This would also give a continuing incontino for the Germans to help Standard improve the process and secure licensess At least part of the purchase price was to be reid in Stand. ards stock, instead of in cash. This would give the Germans a further incentive to namist Standard in commercializing the process. Standard's Board approved this formula and it was transmitted about the end of the year 1928 to the Germans who work understood to have reacted favorably.

6.

In Merch, 1929, the I.G. directors came to New York with the avewed intention of completing the discussions. They began by accepting in principle Standard's purchase offer.

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They preferred to have the entire purchase price instead of only a part of it in Stendard stock. The amount was fixed at 546,011 shares, which was about 2 per cent of Stendard's total issued stock. During the period of the discussions and before the actual delivery of the stock, its market price fluctuated through a constitutely range and in the period immediately following the market price was as low as \$20 a share

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as high as \$30 a share, On this basis the purchase price might have been said to be anything

between \$ 11,000,000 and \$ 44,000,000. The average market price on November 8,1929, the day proceeding the notual delivery of the shares, was \$ 65 and on this besis the purchase could be said to have cost \$ 35,-000,000 which was the figur, used on Standard's books.

But while the Germons were willing to accept Standard's offer for the hydrogenation process, they pointed out the necessity of reaching agreement also on two other lines. First of all they wanted to finalize the long-drawn, out discussions which had been soing on in Germany concerning the basis on which Standard's German subsidiary, D.A.P.G., would distribute for the I.G. the synthetic gaseline which they were seen to be making from brown coal in large numbities. Standard had already accepted this in

1) In excess of the outlet provided by the jointly owned distributing company Gasoline A.G.

principle, and in due time these German gasoline sales discussions were concluded satisfactorily and reduced to a contract.

The last and most difficult question cross from the feer of the I.G. that Standard would use the knowledge of catalytic charistry which it drew from them in the joint work on hydrogenation to compete with T.G. in its own chemical businoss. If, for excepte, I.G. showed Standard how to trent coal tars entalytically to make intermediate oils for further refining into gosoline, what was to provent Standard from using this education to start the manufacture of dye intermediates from coal tar? The answer, of course, was that Standard was in the oil business, not the dye business, and would not Joopardize its technical cooperation with I.G., which was indispensable for the development of hydrogenation, for the sake of some small additional earnings to be under by enturing a " field so renote from any of its business as the dye industry. B ut further discussion of this subject showed that there night be border-line cases and that Standard as well as I.G. night have

Soite 29:

x) Annendix n.249

cause for concern. A formal agreement called the Division of x)

Fields Agreement was therefore drafted under which the two companies declared their intention of adhering to their own respective lines of business-that is, the oil business for Standard and the chemical tusiness for I.G. Each agreed to offer to sell to the other, on reasonable terms, any new development it might have which was really in the other's line of business. Although these provisions were limited to the period in which the parties were to be cooperating technically in the perfection of the hydrogenation process and seemed at the time to be fair and constructive, they were later criticized as tending, in theory at least, to discourage possible

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competition between two great industrial companies.

Whatever might be the theoretical objections, these two reciprocal covenants between Standard and I.G. were never invoked, and were of no practical importance. On the other hand, the Division of Fields Agree ant contained a third covenant which became of great importance. Under the third covenant I.G. agreed to offer to Standard a minority participation in any new process I.G. developed for making chemical products from oil or natural gas. It was through this last covenant of the Division of Fields Agree ent that there came to America the Buna synthetic rubber process by which synthet tic rubber could be used from oil.

genetion process became quite complicated before it was completed in November, 1929. To meet increasing complexities of the federal and state laws, Standard Oil Company (N.J.) had become a holding company and it was necessary for it to set in such matters only with its principal operating unit, a Delamare comporation called Standard Oil Company of New Jersey. It also been a necessary to organize a new Delaware comporation to take title to and manage the hydrogenation patents, in

Soite 30:

order to avoid conflicting obligations of Standard itself under some existing patent contracts. Standard under a virtue of this last formal necessity by inviting I.G. to subscribe to 20 per cont of the capital stock of the patent management company. This brought the Germans into direct contact with the actual licensing of the matents, so that they could be of all possible assistance and also could be assured that the licensing was always handled in the fairest way, not favoring Standars's own subsidiaries at the expense of I.G., who were - 174 -

by the purchase contract ontitled to continuing royalties to be paid out of what was collected by the patent management company.

It was well known throughout the world that the hyaregoration process had originated with the I.G. and its producessors, the Badische, and that their laboratories were the sent of lost of the world's knowledge of this new and difficult branch of chemistry. To capitalize on this reputation Standard therefore called its new patent "unagement company, which was responsible for solling the Gorman processes to the cil industry of the world, Standard-I.G. Company. On their own part, the Germans were very willing to agree to these plans. Fride in their scientific achieve ents was always very stone with the and any compreint arrangement which gave the full credit before the world for their technical ganius was word than welcome. Our recognition of this nationot cheractoristic was bornnes the most important factor in mintaining a steady flow of scientific information from the great I.G. Inboratorics through the years which followed.

The 1929 agreement was videly publicated a the time both in the United States and in Germany.

Scito 31:

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PLAN WIDER RIGHTS FOR OIL CONVERSION

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Seite 32, letztor Absetz:

Following completion of the 1929 contracts, Standard had unrestricted access to the scientific work relating to coal and

Soita 33:

oil under way in Germany. Research on hydrogenation processes

were being pushed on a scale unprecedented in the brief annals of organized industrial research. At three great factories, Ludwigshafen on the Rhine, at a new plant called Oppnu also on the Rhine just below Ludwigshafen, and at the enormous Leune synthetic amonic plant near Leipzig, hundreds of German engineers and charists were at work on plans for the new German synthetic oil industry. Standard's young technical orfiguration in Louisians was being expanded but found it difficult to digest the mass of coatly research data from the I.G. Inboratories and technical reports from our own engineers inspecting the German experimental installations.

Included in the reports from I.G. 's laboratories Word references to current research work on two new synthetic processes, the production of Patty acids from pareffin wax and the summifecture of rubber from hydrocarbon gases similar to those from oil or netural gas. These now synthetic processes did not come within the terms of Standards purchase contract, which was limited to patrolous products and substitutes for them. But under the Division of Fields Agreement which had been intended to prevent the two commanies from becoming irritated ever minor conflicts between the chamical and oil fields, I.G. had agreed to offer Standard on reasonable torms a linerity interest in any now process which used oil or natural gas as rat material for a churical manufacturing operation. The embryo processes for synthetic fatty acid and synthatic rubber seemed to fall within this language and the question of procedure on such metters was raised with I.G. After a short negotiation the question was settled to the satisfaction of both companies by a new formula which y.Knie-ries of I.G. and I evolved out of the advice of our associates.

Instead of paying the I.G. in cash for a minority share in processes of this kind in which Standard was inter-

ostes, we would pay by giving them a minority share in any similar

Seite 34:

processes of our own. This new formula was incorporated in a contract of September 30, 1930,* under which the parties organized a Joint American Study Company to handle these ordered oil-challent processes.

* Appendix, p.252.

Soite 35:

#### CHAPTER IV

# INFANCY OF SYNTHETIC RUBBER

"Jased") which was to be the joint vehicle for the commercial testing and licensing of new processes developed by either party for taking chorical products from oil raw unterials was organized as a Louisiana corporation on October 23, 1930. Standard and I.G. owned the shares of the coupany equally, financed it equally, and alternated the precidency between them. When a new process for creating chemical products from oil raw materials had been developed to the point where it was ready for convercial testing and licensing, the originator was to offer the process to the joint company for that purpose. Each new process was to be a separate venture of the joint company. The party originating each process was entitled to a 52 per cent interest (five-eighths) and the other party 37 per cent (three-eighths).

At the time the Joint American Study Company was formed, I.G. had a group of new processes ready to deliver to it. It was ten years later before Standard had originated any process to which the provisions of the agreement could be

applicable. This process, the production of the Butyl type of synthetic rubber, was an indirect result of research by Standard on an earlier process brought into the Joint Study Company by the I.G.

O'mi of the Bunn rubber processes was the first thing to be taken up by Jaseo. The name "Buna", given by the I.G. to their type of synthetic rubber, comes from the initial syllables of the two materials first used to make it; butadione and na-

Soito 36:

trium (sodium). After methodical exploration of possible origins for synthetic rubber, beginning with the "mothyl rubber" which they had made in the first World War, I.G. had chosen as their starting point butadine, probably the simplest structurally of all molecules which will readily join hands to form long chains. Three problems had still to be solved before Bune could be successful; is was not yet known how to produce large quantities of butadine cheaply; the polymerization or conversion operation - for which the Germans at first used metallic sedium as a catalyst - was expensive and troublescent and the Bune product itself was inferior in quality.

butadiene from accetylons gos, which they obtained in the usual way from calcium carbide made from coal and linestone in an electric furnace. Since it was not being made from oil or natural gas, Buna rubber did not come, at that stage of its development, within the terms of the Joint Study agreement.

H-owever, I.G. was working on a process for making acetylene from oil gas or natural gas by passing the gases through an electric arc. If butadiene could be produced from oil in this or any other way, its conversion into Buna rubber would auto-

matically go to the Joint Study Company for development.

It was de dided that Standard, through the Joint Study Company, would undertake to develop at Baton Rouge the conversion of oil and natural gas into acetylene gas, and that the I.G. would continue in their German laboratories their work on the production of Buna rubber from acetylene derived from coal.

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Seito 39, 2. Absatz:

The Joint American Study Company then opened discussions with the General Tire and Rubber Company of Akron. By the end of May, 1933, an agreement had been reached and shipper ment of samples to the Akron factory had been begun. Dr. Stock-lin of I.G. spent some months in the United States working at the General laboratories and visiting other rubber experts. At this same time the Goodyeer Tire and Rubber Company became interested but it was decided to musit the outcome of the work with General before doing anything further. General's final report on the study was dated April 27, 1934. It found the Bune product unsuitable for handling in standard factory equipment, and the quality of the products made from it definitibly inferior to those made of natural rubber.

This report was, for us in America, the "end of the beginning" of the Bune development. Still working on the electric are process and its related developments, the Joint Study Company had found a workable, but such too expensive process for obtaining butadiene from off or natural gas. All along the line, we had attained a fair degree of technical success, but conscreidly our efforts seemed to have ended in complete failure.

I.G. seemed to have arrived at about the same impasse in their work in Germany. They were able to convert butadiene - 179 -

into a synthetic rubber which appeared superficially to be of fairly good quality/even better than natural rubber in some few characteristics. But the production cost was still far out of the range of commercial competition with natural rubber, and the quality was found, both in the German and in the Ameri-

Soita 40:

can experiments, to be not only inferior on the Whole but also unswitable for commercial handling in rubber factory equipment. It was doubtful if any quantity of the Buna could be sold at any price so long as natural rubber was available.

Just at this time another element was introduced into the situation abroad by the German government's "Four Year Plan". Under this program, adopted in 1933 by the new National Socialist government, the German economy was to be rebuilt within four years under the leadership of Hermann Georing to achieve the maximum degree of national self-sufficiency. The synthetic oil-from-coel program, already well started, was to be greatly expanded and real efforts ande to develop other new synthetic industries.

and economic standpoint, synthetic rubber was to be of the pillers of this autorchy program. Germany had been experienced ing chronic and increasing difficulties in trying to make a solvent foreign trade balance sheet. Footing the annual bill for crude rubber imports was one of the worst foreign exchange problems. So the production of synthetic rubber became a part of the German autorchy program, with the government paying the costs and directing the procedure. Experimental production of Bunn was continued and increased. Small quantities were soon being delivered to the entire German rubber industry, which had to use them as best they could. These products were sold

by I.G. under government direction, the German rubber fabricators being compelled to absorb established quotas. The entire
world knew of this situation, and the great American rubber
companies, all of whom maintained contacts with the German
rubber trade, followed developments there with mixed feelings.
While there was general interest in the scientific aspects
of the German synthetic rubber program, no one here envied
the German rubber companies who were compelled to absorb the
inferior Buna product.

Soite 43, nb 2. Zeilo:

Dr. Fritz ter Meer, the I.G. director in charge of the Bune development, visited New York during the latter part of 1935 to confer with us about it. Like nest of the high executives of the I.G., he was a scientist by training and was familiar with the research work as well as the convercial operations. At that time the production of Bune-S in Germany was 25 tens a north. By instruction from Georing's Economic Ministry it was supposed to reach 200 tens a month within one year, and 1000 tens a north (about 15 per cent of Ger any's mads) in three years. The output was to be sold under government direction.

far from encouraging. In its natural form the product was said to have some superior qualities, especially for tire treads, since in some but not all tests it seemed to show more resistance to wear than the best natural rubber. But ist was still impossible to handle the Buna-S satisfactorily on the milling and compounding machines made for natural rubber. It could be handled on the regular machinery by adding a softening agent, but its good qualities were then lost. Moreover, the cost figures showed the product to be

entirely hopeless from an economic standpoint; it could not compete in price with natural rubber.

Ter Meer had come to the conclusion that for innediate purposes neopreme night be more promising than Buna.

Both in the United States and Germany a few experimental

tires had been made of neopreme, and ter Meer thought at

that time that a 100 per cent neopreme tire would prove bet
ter than a 100 per cent Buna tire. Neopreme could certainly

be used much more readily in the existing equipment of the

rubber industry than could Buna. As to raw materials, neo
preme started with acetylone, upon which Buna was then also

based in Germany, but neopreme required in addition only

chlorine, which was cheaper and more abundant than styrene.

So convinced were the I.G. people at this/of neopreme's

Seite 44:

superior promise, that they contemplated negotiating for the rights to make neoprene in Germany. They then proposed to discuss with the German govern ent the possible substitution of neoprene for part or all of the projected 1000 ton per month development of Buna.

Ter Meer's subsequent investigations here and in Germany made him abandon this plan. He later reported that it was another instance of the grass in the neighbor's field looking greener than one's own. The troubles with Buna had been quite obvious to him, but he had not been able to see the meopreme troubles until he looked more closely.*

Three years later, in the spring of 1938, the German government-subsidized production of Buna was far behind the original schedule, but had reached 5000 tons a year. This meant that German rubber manufacturers were required to absorb quotas of the unwanted product equal to perhaps 7 per cent of their total rubber consumption. Their complaints were

continous and bitter. Chief among their charges was that it took two to three times as much milling capacity to handle the Bune.

The only bright spot that had developed in the picture was the continued improvement of a variety of Buna known as "Buna-N", or "Perbunan" which had been invented by Tschunkur and another I.G. chemist, Brich Konrad, and patented in the United States in 1934.* This new rubber was made by combining buttdiene with a substantial proportion of a rather expensive synthetic chemical known as "acryloni-

*In 1939 when Standard took over I.G.'s interest in Buna in the United States, it developed that in the course of its needed discussions with du Pent I.G. had promised du Pent that it would give them a chance to make a proposal before making any final decision on Bune in the United States.

Standard had to make good on this promise but nothing ever came of it. Bu Pent first stated it would be interested in B-una only on the basis of an exclusive license. We could not consider this. Later du Pent made an inquiry about terms for a possible non-exclusive license but no active negotiations were ever undertaken.

x Patent # 1,973,000.

Scite 45:

high resistance to attack by oil. Natural rubber, if exposed to contact with mineral oils, has a tendency to swell up, soften and finally to disintegrate-no matter how it is compounded and vulcanized. If oil hoses and gaskets for oil pipe lines are made of natural rubber, their life is apt to be short. This characteristic of natural rubber had always troubled rubber febricators in Germany as well as elsewhere. Thickel and

neoprene met the difficulty, but each had its own objectionable peculiarities also. Buna-N was a definite advance in this special field.

Buna-N was introduced connercially in this country through an accident. Early in 1937 the du Pont neoprene plant was put out of cormission for a legthy period by an explosion. The rubber trade in America, now accustomed to using neoprene in small quantities for many special articles, found itself without supplies. The du Pont Company tried to do averything in its power to help these customers. Some of them were able to use Thickel, but for many of them Thickel was unsuitable. Du Pont brought this situation to the attention of I.G. and a small shipment of Buna-N was sent to the United States promptly. It was found to be entirely satisfactory to many of the American consumers who had been using neoprene and to new customers as well. The demand for Buna-N for special high-value uses increased steadily.

This domand, however, was infinitesical compared with requirements for natural rubber at normal prices. The material did not replace rubber but went almost entirely into new uses where rubber had not been suitable. Total consumption reached a rate of about one ton a day. The selling price was from \$ 1.00 to \$ 1.20 a pound. At that time necessary sold at 70 cents and natural rubber at 15 cents per pound.

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Thus the German Buna was introduced into the American market in 1937. But its launching was far from being the event that Standard and I.G. had visualized years before. It did not replace natural rubber. It came, not us a new basic industry for the country, but as a high-priced speciality of Soite 46:

very limited possibilities. It was not made, and amparently could not yet be made competitively, from oil or natural gas.

It was produced in Germany from coal, and if any were to be made in America, the simplest course would be to make it in the same way, from coal-produced acetylene. Under these conditions it would have been technically outside ourtJoint. Study contract and might have remained the sole property of I.G. Any report of synthetic rubber developments to this point would necessarily have concluded with the statement that there was as yet nothing in the whole piture of any great importance, either to the United States or to Standard Oil Company.

Meanwhile, however, besides the small compercial deliveries and samples of Bunn-N which were coming into this country, some new samples of Buna-S were also being imported. The first general shipments of Bung-S samples to American rubbor companies had began in February, 1937. In September of that year, I.G. furnished Standard with a list of eight companies to whom they had sent several hundred pounds of samples. Arrangements for these samples had been made by these companies directly with I.G. The I.G.'s report to us of the interest displayed in the samples by these American rubber companies, the new interest in Buna-N, and inquiries concerning Bunn we ourselves had received from some of the A merican commanies, resulted in new discussions with I.G. in September, 1937. It was decided that the Joint Study Company would follow up the cormorcial market in the United States for Buna-N, the oil-resisting specialty rubber; and that there should be regular small importations of this type of Buna from Germany for the purpose. The importations were nade by the I.D.'s regular sales agents in New York.

Then, in March, 1938, when the imported Buna-N was being received with increasing favor in the Unites states,

I.G. reported to us that German manufacturers were having

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much better success in handling Buna-S, the tire rubber. Seite 47:

Chapter V

BU TLY RUBBER AND AVIATION GASO-LINE

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at Ludwigshafen which I attended in April, 1932. Dr. Martin Mueller-Conradi, connected with the management of the Oppau works of the I.G. which adjoined Ludwigshafen, described a new scientific discovery which I.G. thought would interest us. He began by handing me a small glass jar half filled with a transparent viscous substance. It looked and felt like a heavy tar which by some miracle had been bleached and made as clear as water.

This product had been developed, he told me, at the Oppou laboratories. It was subsequently called by several trade names, the name most commonly used in the Unites States being "Vistaner."

The Vistanex was made from a well known by-product of oil refining called iso-butylene. Its molecule is like that of butadiene, save that it has only two free hands or chemical bonds with which to take hold of other molecules, whereas butadiene has four. Like butadiene, it is on the borderline between a gas and a liquid. If left in an open vessel at ordinary temperatures, it will evaporate and become a gas almost im-

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mediately, but if confined under slight pressure, or kept at a low temperature, it will remain liquid. It was well known that the isobutylene nolecules were quite willing to

join hands with one another, but generally they formed thin liquids similar to gasoline. In a few instances higher polymers similar to lubricating oils had been produced, but isobutylene had heretofore refused to link into longer chains.

br. Mueller-Cunredi explained that his laboratory had recently discovered that if isobutylene was cooled to a temperature of approximately lood F. below zero, and then treated with minute amounts of a little-known gas called beron fluoride, which served as a catalyst, the molecules would instantly combine into long chains. The result was a plastic solid. It was apparent that here was a possible method of making synthetic rubber. I examined the sample more closely. It was somewhat like rubber; at least it was slightly elastic. If it were a new starting point for rubber, it would be an import ant discovery, because, unlike butadiene, isobutylene was already available in the oil refining industry, and we party for rind means to recover and purify it.

Dr. Cunredi dispelled this dress by explaining that there were two difficulties. In the first place, although the Vistanex bore a slight resemblance to crude rubber, none that I.G. had yet been able to make was nearly elastic enough or strong enough to approach crude rubber in quality. The second difficulty was even more fundamental. The isobutylene molecule had only two free hand. When it was joined in chains, both hands were used, one on each end of each molecule, to link it to its neighbors. All the extented hands having been used to form the hhain, the nolecules were now smooth, and there was no way to take hold of them for cross-linking purposes. In other words, the isobutylene polymer could not be vulcanized. What, then, was the Vistanex good for?

One interesting characteristic was that, when heated to a high temperature, the long chains would break down again

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into the original molecules, and the solid Vistanex would revert to a gas, leaving nothing behind. A safety fuel for use in airplanes or in airships where the fire hazard was great could be carried in the form of Vistanex in solid masses which would be haraless under any condition. As fuel was needed, the Vistanex could be melted and decomposed into gas, which would operate the engines bust as mell as gasoline. It was an ideal safety fuel-as safe as coal, but like coal, it was hard to handle and although some experimental devices worked well, this plan to use Vistanex as a safe aviation fuel never materialized.

A more immediately practical use suggested for Vistanex was as a thickener for oils and greases. It was closely akin to lubricating oil in its chemical constitution. A minute percentage of Vistanex dissolved in the oil would produce an observable increase in viscosity without otherwise changing the oil, and this thickening effect could be used to convert a thin or "light" lubricatingoil into a thick, "heavy" one. We decided to begin with the I.G. a campaign of joint development on the product to try to commercialize it for this purpose as soon as possible.

Seite 51, ab 3. Zeils:

Standard began the sele of the Vistenex-treated oils in the winter of 1933-1934, using the trade name Paratone for liquid compounds of this type, and Vistanex for solid products.

For the initial production it was necessary to obtain isobutyleneby chemical operations. At the same time, however, we began looking for methods of recovering the isobutylene

present in refinery gases by more direct means without going through intermediate chemical processes.

At this stage, the thread of the synthetic rubber development crossed that of another important American technical development which has had a tremendous influence on world history. This latter development was the class of super-fuels known as "100-octane gasoline." In 1921, Midgley at the General Lotors Research Laboratories had discovered that tetraethyl lead in minute proportions greatly improved the quality of gasoline; and, in 1923, Prof. C.A. Kraus, working for Standard's research laboratory, had discovered a cheap practical process to make the tetraethyl lead. Jointly with General Motors, Standard organized in 3 1924 the Ethyl Gasoline Corporation to undertake the commercial production and general sale of tetraethyl lead as an improver for motor gasoline. The miraculous effect of tetraethyl lead in preventing gasoline from knocking or "pinging" in an engine had by this time become the foundation for continuous improvement in gasoline engines Each new engine design raised the compression pressure slightly, produced more power and gave more miles per gallon. But with each increment of compression pressure the tendency of the gasoline to knock became more aggravated, and the situation could be met only by improving the quality of the gasoline or by adding more tetraethyl lead - or both.

There was no established method for measuring the knocking tendency of gasoline. It was simply tried in the engine to Seite 52:
determine whether it was good enough or not good enough.
Dr. Graham Edgar of Ethyl Corporation's research laboratory met this need by working out in 1926 what was called an

"octane scale." He tested the knocking tendency of every pure compound he could find which was of the general charactor of gasoline. The best compound was one called isooctane. It would not knock under any condition in any engines then in use. At the other end of the scale was found a compound called normal heptane, which was so bad that it would knock violently in any engine. By mixing iso-octano and normal heptane in different proportions, it was possible to obtain fuels of any intermediate quality. The percentage of iso-octane in the mixture was called the "octane number" of that fuel. On this scale the quality of comercial gasolines could be rated by comparing them with various octaneheotane mixtures in a test engine. Connercial gesolines at this time had on octane rating ranging from 40 to 75. By the addition of tetracthyl lead, the best ones could be brought up to a maximum octane number of about 87.*

quantities of iso-octane and normal heptane to be used for testing purposes for the rating of consercial gasolines. To fil this demand, the Ethyl Corporation asked Standard's resourch organization for asistance in the preparation of iso-octane. Iso-octane could be made by hydrogenating a twin isobutylene nelecule (di-isobutylene) and the question was whether we could supply this product.

In 1929 we hade the twin molecule for the Ethyl Corporation from mixtures of gases generated in our synthetic alcohol operations. It was converted to iso-octane by the classical hydrogenation methods.

By 1934 our research organization had a double problem on it s hands. We needed increasing quantities of pure

* At the time of World War II the octans rating of American motor gasoline was from 70 to 85 and of aviation gasoline from 87 to 100.

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also an increasing interest in producing super-fuels for automobils and simplane racing. Whenever anyone spoke of super-fuel, the obvious super-fuel was is0-octane itself, the standard of perfection by which emplies was now being measured. In cooperation with the Ethyl Corporation, we had been producing it in small quantities for some years, for use as a fuel in laboratory test engines and the Shell Oil Company had also produced some and sold it to the Army Air Corps for test purposes. But the goal new was connected production on a large scale as a super-fuel for automobile and airplane engines.

We solved both of these new conmercial problems in 1935. The synthetic elechel manufacturing which we had begun in 1919 was by this time a substantial industry.

O.ms of the steps in this operation was a proliminary purticulation of the refinery gases. By proper control of this operation, it was found possible to convert the isobutylene present in the gases into twins and triplets; that is, dissobutylene and tri-isobutylene. We hydrogenated the twins to make iso-octane, using the I.G. high pressure hydrogenation technique slightly modified, and decomposed the triplets back to pure isobutylene by passing them over a catalyst. These processes worked smoothly and successfully from the beginning and provided at one strake our raw materials for both Vistaney and isb-octane.

Seite 57, ab 3. Absatz:

During this early period of development it seemed probable that I.G. would be able to help us with Butyl because of their Work on Vistanex, Buna, and synthetic rubber in general. Under our contract of 1929 and 1930 they would become entitled, through the Joint Study Company, to a net participation of 37t per cent in Butyl rubber when we had progressed far enough to initiate cormercial testing and exploitation - just as we had become entitled to the same that it was besed on oil or natural gas. However, while participation in their Bune development to the extent Butyl was an entirely new technical development and not merely an improvement on Vistenex, it was so near chemically to the Vistanex that we had ronson to think the I.G. night learn how to make Butyl in their own research work. If they did that before we told them of our discovery, our rights as originators of the product would be projudiced.* There was some fear in our organization that if we disclosed Butyl to the I.G. too soon, they wight outdistance us in inprov-

*Art. V of the Jesco agreement provided "The rule shall be that the party which first acquaints the other with the technical details of a new chemical process . . . shall be considered the originator. . . . "

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ing it and then ask our that our claim be compromised. The question never came up formally because the war intervened before Butyl had progressed far enough to be offered to the Joint Study Company but it must be said that they never gave indication of any such intention.

Butyl rubber, like its older sister Buna, had a

troubled childhood. There were times when it gave promise of supplanting the Buna, and other times when it looked as though it never would be practical. Ultimately it became a very useful factor in the wartine synthetic rubber industry, second in importance only to Buna.

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# Chapter VI

# THE LAST YEAR OF PEACE

On a visit to Germany in the early spring of 1938, I reviewed with Dr. ter Meer the status of the Buns rubber development. In the United States the interest in synthetic rubber was slowly increasing. Nacorene and Thickol were by this time standard confercial products, although their total tonnage was less than one per cent of American rubber consumption.

It was clear to us now that there were two kinds of demand for synthetic rubber, and that these two demands involved quite different factors. The first was for basic or generalpurpose rubber to compete directly with natural rubber; the second for new rubber-like products having cortain properties quite different from natural rubber. Manufacturers would pay as much as \$ 1 per pound for small amounts of these specialty rubbers, to be used in such products as gaseline hoses and valves and disphragms in oil pumps - uses for which natural rubber is not satisfactory. In these cases the price of the synthetic rubber was a minor element in the cost of the finished product.

But this was not the type of industry that Standard Oil Company (M.J.) and the German I.D. Company had had in mind in carrying forward the work on Buna. We had been aiming at the natural rubber market - over 1,000,000 tons a

year - not the specialty market of a few thousand tons. But others in America had been thinking mainly of this special market and during the proceeding two years had made many inquiries of us. One company, which had a small but growing Seite 60:

business in pipe couplings mainly used in the oil and ges industries, had been working assiduously with samples of Bunn and was asking for exclusive rights to use in their field. One of the loading manufacturers of chemical specialties for the rubber trade had applied for a contract as exclusive sales agent for Bunn in the United States. Several American companies had approached us, indicating their interest in Bunn as a specialty, and some of these same concorns also were making inquiries of the I.G. representatives in Row York and the I.G. hendquarters in Gormany.

panies had no immediate interest in trying to advance the development of Bune rubber for general use as a replacement for natural rubber, but rather were interested only in obtaining an immediate profit or a competitive advantage in special lines. He pointed out that the German objective from the very beginning had been to develop a practical substitute for natural rubber in order to be independent of imports. This objective was deeply rooted in occnomic and illitary thinking in Germany. No such objective had influenced American thinking, save or haps during the short period of resentment over the high prices resulting from the Stevenson crude rubber control plan.

After his discussion of this American situation

Dr. ter heer explained that the Bune development was moving along rapidly in Germany. All ideas of replacing Buna with neeprene had been put aside. Not only was the special quality

of Buna known as Buna-N finding a small market, but the German rubber commonies were by now experiencing less difficulty in handling Buna-S, the general-purpose rubber. The picture had changed to such an extent that I was encouraged to believe again that, which more time and effort, it might be economically feesible to introduce Buna as an all-purpose rubber in the United States.

Next we considered the situation arising from the fact that

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the German government itself had been financing the Buna development in Germany. According to Dr. ter Meer, this meant that before T.G. could make any plans for a Buna manufacturing industry in the United States, they would have to consult their government. He feared that his government would reply that so far as the existing small demand of a ten or two a day of the special Buna-N product was concerned, it was more sensible to fill it by export from Germany than to attempt to manufacture on such a small scale in the United States. They might also urge that, because the development of Buna-S as an all-purpose rubber still had

to be subsidized a prenature attempt to promote it commeregovernment subsidy in the United States would result in ially and without any/giving it a bad name which would handicep its acceptance later.

Acknowledging those factors, I told Dr. ter Meer
I thought they were out-weighed by others. We felt, I told
him, that even on a very small scale the Buna-N manufacturing industry could be successfully established in the United States as a competitor of Thickol and neoprene. Also,
while granting that it would take a great deal of patience,
I thought the leading American rubber companies could be interested in some sound and practical cooperative arrangement
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for commercial development of a general-purpose synthetic rubber of the Buna-S type, even though it might cost initially more than natural rubber.

All the Buna rubber hade up to this time had come from coal and not from oil, and we therefore had no claim on the German acetylene process; I.G. was not obliged to submit it to the Joint Study Company. I reminded ter Meer, however, that our two companies had proceeded since 1930 on the assumption that, in the United States at legst, Buna would be made from oil or natural gas, if it were produced on any large scale, and that accordingly both parties had always considered it to be in substance, if not in form, within the Joint

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Study Agreement. I reminded him also that we had spent more than three-quarters of a million dollars as our share in the Baton Rouge are acetylene process and related developments; that we were warranted in holding that these considerations gave us a right to insist that the Joint Study Company should now attempt to organize an American group to take over the whole Bunn development here.

Dr. tor Hear agreed that our position was reasonable and justified, and promised that he would present this point of view to his associates and, if they agreed, to his government. Ter Herr noknowledged at this time that, for some reason which he did not emplain, the German Bovernment had not previously been informed that the Joint American Staudy Company was entitled to Buna rights outside of Garmany. He intimated that in view of the large expenditures the government had made in Germany in perfecting Buna, it might be somewhat embarrassing now to break the news that foreign rights had long ago been contracted for. He was

sure, however, that if the natter were handled tactfully no serious difficulties would arise on this account.

Wenn our discussion of the Buna situation was finished, I reviewed with Dr. ter Meer our new development, Butyl. We had filed our patent application in the U.S. Patent Office the preceding year, and would be compelled to file it in England, France, Germany and other foreign countries within a few months to protect our patent rights there. Ter |ser's reaction was satisfactory. He raised no question of the relation of our Butyl to their Vistanex. He complimented us on an outstanding piece of chemical development, but very quickly put his finger on the weak spots. He asked especially about the hystoresis characteristics of the Butyl rubber - that is whether it had high or low internal friction. I told him it was quite high. He shook his head, and said that was the fundamental point to attack, as in their long experimentation with the Bune types they had found high hysteresis to be the most

Seite 63:

stubborn characteristic of a synthetic rubber. The years of subsequent work with Butyl proved him to be right.

Working program. He was to attempt to convince his own associates and, if they agreed, then inform the German government that steps should be taken to initiate a commercial Buna development in the United States, without waiting further to perfect the operation or the product in Germany. We both were to review our butadiens-fm-oil experimentation, and I.G. was to start intensive work on what looked to be one of the best processes for the chemical treatment of butylene derived from oil to convert it into butadiens. I.G. was to study the preliminary reports I was leaving on Butylene to study the preliminary reports I was leaving on Butylene.

in the light of their own work on Vistanex and nive us any suggestions they might have. We were to proceed actively with our own Butyl development program.

Seite 68, 2. Absatz:

Shile in Berlin on this trip I learned from the I.G. directors there that for lear had reported to his associates our discussions of the early spring, that they all acroed with our conclusions, and that there had already been some favorable reactions from the reversions officials to whom they had talked during that sugger of 1938. They fall they had asia good progress in explaining the situation the their covernment and would soon be talk to work out with us a plan to introduce buns into the United States.

Shire 69, letater Abentz

The manich crisis of 1938 overtook at in Lendon on my way note. Then it was over there was, for a time, in contristic feeding that any further immediate troubles in Survice would be only minor ones. I had been back only a smort time then word came from Dr. for mear that his government had now stated that it had no objection to the introduction of the Buna development into the United States.

Dr. for mear was hisself coving to initiate the discussions, and seked is to arrange pactings with some of the Lardson rubber comments. We necessionally arranged agreement into for his with the five rusher comments the had shown the most interest.

State 70:

in Tuna - Firestene, General Tire and Rubber, Goodrich, Doodyear and United States Rubber,

or, ter hear arrived in Fovember, 1939. The American commandes were at this time interested primarily in Buna as a

specialty business. Only the Buna-N type was of immediate commercial value to them. Dr. ter Meer was wonwinced, on the basis of German experience, that the future of Buna as an industry lay not with Buns-N, but with Buns-S. It was easier to make than Buns-N, for the only raw naterial needed besides butadiene was styrene, a chanical obtainable at relatively low cost. Also, Bung-S had been tested extensively in tires in Germany and, although it was not 100 per cent successful as a substitute for natural rubber, there was no question but that excellent tires could be made with as much as 70 per cont of Buna and 30 per cent of natural rubber, with every prospect that the natural rubber content could be much further reduced and even eliminated for light tires. Improvements had been runde in handling Suna-S, and it was now reported by German rubber compenies that, by a new protreatment process which Dr. tor Moor described to us, it could be fabricated in regular tire factory machinery much more easily than luna-N, and almost as well as natural rubber.

Dr. ter Meer brought with him date covering a long series of tests which were just being completed in Germany showing the relative wear of Buna-S tires as against natural rubber tires. This test program had been initiated and controlled by the German government and was far more complete than anything previously evailable. Dr. ter Meer reviewed these tests, which showed Buna-S tires to have in many cases longer average trend wear than natural rubber-in seme cases as much as 30 per cent more. His plan was, therefore, to interest the American rubber companies in the use of Buna-S as a tread material on their highest grade passenger mar tires, perhaps to be sold at a premium price.

A first quality tire used on light passenger cars contained - 199 -

about 12 pounds of rubber, only 4 pounds being in the tread, but it was then the American custom to threw away passenger car tires or sell them as junk when the tread had worn smooth. Therefore, the life of the tire in the hands of the consumer was simply the life of the tread. If this tread could be made to wear 25 per cent longer, the whole tire would have a 25 per cent higher value to the motorist. The retail price of such a tire was then about \$ 12. With 25 per cent more mileage, it would be worth \$ 3 more. Assuming that natural rubber would cost 10 cents loss per pound than Buna-S, the extra cost of the tread might be 40 cents but it would be worth \$ 3 extra to the motorist. In addition, such tires would become recognized as the standard of highest quality, an asset to any tire manufacturer.

This line of reasoning was not now, but Dr.ter Meer now believed he had the data to prove that it was correct.

His plan was to take advantage of the immediate financial interest which the American companies were displaying in the Buna-N type of rubber to interest them in the manufacture of Buna-S on a large scale for use as a tread stock. If this could be done, we should finally have arrived at our original goal of starting a real synthetic rubber industry in the United States - not merely as a small volume specialty business which would have costs too high to permit it to compete with hatural rubber, but as a relatively large-volume product.

Dr. ter Meer opened his discussions with the five American rubber companies during December, 1938. The first question, of course, was the quality of Buna-S. Was it good enough to be practical in tires which had to be sold in the competitive market? Would it give superior mileage?

The rubber companies had all had long experience in testing tires, but this was a field in which it was particular

arly difficut to reconcile test results. It was not recognized as clearly then as it was later that this difficulty was largely due to the

Soits 72:

difference between results obtained in hard service and those obtained in mild service-

In early 1939, when this metter was under disbussion between the f.G. and the American rubber commanies, inconsistencies in test results had been observed, but their explanation was not reread upon. The American commands wanted to run tests of their own, and ter hear agreed to send each of the measury quantities of the latest type of Buna-S rubber and also an expert, experienced in the communities, februarities and value within a time. Then ter hear last in January, 1939, this morran had been set, and was subsequently corried through.

The German expert. Dr. Kech, arrived early in 1939, and proceeded in turn to the factories and aboratories of the ruth's corvenies where test tires were bein: ado up. The regular New York representatives of F.G. followed the werk closely and from time to the advised us verbally of the recrease being tade. Some of the corrantes had complete; their tests, and all were well along on the refere the outbreak of the war in Europe an Santa dur, 1939. The results were on the whole favorable and were accepted as remarks confirmation of the German tests reported by Dr. ter aper. To still alots interest in synthetic subser in the United States, the I.G. Expert, Dr. arch, presented a scientific paper on the Buna rubber to the metin of the Rubber Section of the American Chanical Society is Dalithore in April, 1939.

During these souths in which the Ascrican rubber industry was checking the German tests of the Latest Buna ration rapidly. The public, the press, the Congress, and the Addinistration — all secred determined that our nation must not a sin be drawn into the European masteron. But war was in the eir. We in Stendard know that the Assit. Secretary of War. Levis Johnson, was taking a hard first to establish an industrial preparedness program, and that with his backing Salto 73:

the Army and Favy Munitions Board was tryin to complete a nurvey of American production potentialities in case of var. Soite 75, letzter Absatz:

to shock an personally on the butediene program, which some of our charless engineers had been following actively with the I.G. proble. I visited the filet plant at the I.G. Object mores near lambers, where butediene was being produced by the chicrination recess from refinery butylone sumplied by Standard. The vilot excess from refinery butylone sumplied by Standard. The vilot excess and designs for this process.

of 1959, the first order of business was another technical development in which the T.G. was actively interested, and which wise played a part in the rubber drama. This was ontable oracking.

Soite 77=

## Chapter VII

#### JAR IN BUROPE

For the world at large the summer of 1939 marked the alor solipse of "besce in our time." For Stendard's technical organization it was a summer of hard work and vexing problems. Laborator experimentation on Eutyl was being pressed at an expenditure of about \$ 10,000 per month. Hoping for agreement

on a program for Buna manufacture the following winter, we were busy with plans to produce its raw material, butadions. In addition, the Ordnance Department of the U.S. Army was depending upon our group to develop a process for large-scale production of synthetic toluene-a complicated operation which, like our French plant for producing eviation sesoline, was an offshoot of the Gordan hydrogenation process but high, in the development stage, involved altering and combining manufacturing operations at refineries in Louisiana, Terms and New Jersey, and shuttling traines of tank cars from one to the other to take adventure of special quipment at each place.

At the same time we were trying to reconcile verying the same within a group collect Cotalyo Research Associates.

This proup included three foreign companies - I.P. Farboningustrie, the Eritish Angle-Transan Cil Company and the Dutch-British Royal Dutch-Shell Company; three American oil Company iss - the Taxas Company, Standard Cil Company (Indians) and our orn company; and to American process development organizations operation in the cil industry - The M. Wellogg Company and the Universal Cil Products Company, All were interested in the catalytic treatment of

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trying to arrive at some workable arrangement under which they could exchange their knowledge and supplement ohns another's research afforts in catalytic refining, and each could secure the right to use or to license the processes resulting from the combined offerts.

Saito 79, ab Zeila 3:

When the elor finally fell on August 31, one could almost feel its physical impact on the crowd.

Seita 79, 3. Absatz:

Like every American. I thought of the or tical problass which the coming of par in Europe forced us to face at
home. Eurely the United States would now have to begin industrial and dilitary preparedness on a great scale. This sould
near forced - ireft development of new processes and clants
useful in a defense effort. Aviation gaseline and synthetic
tolughe were certain to be critical problems. That about
rebbor ?

years of effort it had just now arrived at the reint of being ready for immedian in the United States. But June Was a German Invention, patented in our can W.S. Patent Office by I.G. Fortenindustrie. Its concretalisation in the United States under the existing arrangement would have to be a joint enterprise undertaken through the Heint Study Commany, and on all Bune questions I.G. would have the deciding voice because it was their or incl process. As latters stood, we could denothing alone, The United States avaragent could of course not in could dispersed of the stants, no patter the exhadant receipt statute languages before, But there seems by a special statute languages before, But there seems State 30:

ing a synthetic rutter industry. Private initiative and private industry would have to plan and corry through any such

devoler cant and about all it could hope for Iron the govern-

Also, there was the natter of documents of assignment or trant for a great number of patents in which Standar what an interest but which had or timeted with the I.G. Soveral thousands of them had been involved in the 1929 acreement and

the supplementary 1930 agreement. They included all existing patents of the I.G. relating to oil throughout the world except. Germany. They included also these dealing with oilchemical industries.

In handling those patents, the usual procedure had been to rely on the general contracts and postpone execution or recording of for al documents covering the severate patents until some business reason made these stops neces arv. The situation was further complianted by the fact that the right of the two American patent held no companies. Standard-I.G. Contany and the Joint Study Commany (Jases), to many of the most important patents, including Bune patents, was in many cases an ecclusive right under the detent for the defined purposes only, with I.G. having the exclusive right under the patent for all other pur cases. The detailed procedure "as notat lished by the 1929 contract for the oil patents If the retout for minly useful for the processes which belonged to us, it was to be assigned to us, leaving I.C. with a rasorvod oxclusive license for itself for all processes it had not sold to us, and conversely, if uses in our defined field were not the principal cass dealt with in the astent. I.G. -Would heer the title and we would have the exclus ve license only in our defined field. It was often difficult to decide Which was the greeter and thich the lesser use of the patent. In the case of the cil-che deal materia, the artica had disregarded all formalities this receeding with the development work. For those

Seite 51:

various reasons, the two patent holding commences had, during the praceding ten years, taken several assignments to loss than helf of the total retents to which they were entitled in whole or in part by the blanket provisions of our 1929

purchase agreement with I.G. We had, during recent troubled tooths, been trying to clear up the records on more of these petants, but a great number of soverett for al documents were still needed.

At this time, of course, the United States was not at ver with Germany. Dislocatic and trade relations continued and normal level procedures had to be observed. However, a blockade by the British floot, which would unquestionably be instituted. Aight make it difficult or even i possible to obtain delivery of level documents from Germany, or to communicate fromly as had been our custom on technical and matent problems involved in our contracts with the I.G.

at once to an entirely new set of conditions "high might last a short time or a long time, and might or with not eventually involve our own country in the war. The thing to do sould carry forward without doley or interruntion, alone and entirely indomendent of 1.6. if necessary, all of the important technical developments which came under our 1929 and 1930 contracts and which, by those contracts, had been envisioned as being handled through jointly owned Alexandr to manage in the impagrant of which the prices would actively contracts.

Fro. Vichy, I cabled by William S. Forish, who had now succeeded by Tearlo as Prosident of Standard, as follows: "Soons best avait developments risting considerable delay in return because should work out at Hegue best ressible wodus vivendi developments problems. Also seems probable you say have other requirements direct representation there."

Through our French subsidiary and with the help of the French authorities, I was able to proceed to London as soon . _ ~ ~ 6 -

Seita B2:

as the first mobilization load was off the railways. There I reviewed the situation with our counsel, Mr. Carlisle, The was familiar with every detail of the I.G. contracts. I had already called New York asking that they try to arrange an appointment with You Enterior of I.G. for me in Holland and that he bring assignments of all patents in which we hald interests. In London, I asked the American Subsessy whether it would be proper for me to go to Holland to meet the I.G. representatives and not all possible help in clearing un out record titles and to discuss with their how to handle our contract relations. Mr. Horsehol V. Johnsoh, a career dislocat who was then counseller of the Edward, was doubtful of the property of an Aury can citizen going to Enland to talk to Entered; and then represent incidently to Encland.

I could not oscess the conviction, herever, that the G or mans the solves were the only people who could profit Iron a dilitery stendso no by locving the relations but con Standard and the E.G. in the situation into hich the var had throw then. If the right of Standard to use and license others to use these valuable processes which had or transted in Gormany, but which Standard know some about them anyone ' else outsite of Germany, were left clouded by lock of any for wil isem onts, the affect light be to handlead the graduetion of several i portent munitions of war in the world outside of Ger any. Who but the Germes could derive any dilitery beregit from this situation? hr. Johnson a ser these do ficulties and referred the matter to A besseder Joseph F. Mennedy. The A tossed or discussed the problem with us and decided that it Wes while for Standard to try to obtain from the Ger ans locuments needed to give it the freest possible hend in the emploitation of the German recessor, especially in the United States.

He smild son no reason for the Dritish to object. I told the A Cassador that to reasoure the

*Latur on Albassador in several capitals. State 03:

British I would be glad to have all my discussions with the Gor out in Followd take class on the presence of a representative of the American legation at The Estus. The British Seraton Office, however, had no objection to my going to to meet the Garmans and returning at once to Ungland, Ecologic, and say no necessity for the presence of an American royanment official to choosen those bearess discussions.

I What alone to The harms on Sorte Der 22. There I not Dr. Fritz Binner, a young I.C. che deal exchutive who had then benefit many of their contract metters with us for savore? years. His only commander was a junior lower from their return department. You Enterion, their local chief, had been unable to come.

They has brought with the long lists of whent incite unts program all the principal countries of the crid. There had been no tine to consider one' extent in detail. They said that -hordwor it popeared that the metent police to car under our contricts, they had brought the assignment and that they had confidence in our millin mass to motify any errors which might appear on acreful checking of the contracts and stants. They asked only that I acknow-1 den that they received entitled under those patents, to all licensing rights not sold by the original contracts and at this same this give to their assurance that if they had everlooked any nating in which we held rights they would correct the ore r.* This voluntary action on their part solved the worst problem involved in the petents by clearing all the record titles. It creeted some secondary legal problems but we wore abla to fini - 102 -

*Test of their assurance read "Similarly it any have bedyoned, thrush we do not think it probable, that ohe case or other seturally coming within the scope of our acros out has been laft out from the assistant by distance. In such a case we, of course maintain the view that your contractual rights thereunder are not in any way addition. We are of course, quite propared to correct such a distance if it should have harmoned by taking out an appropriate assignment."

Saita 84:

Describes to ell those secondary roblems after by return to the United States.

Saite 85, 2, Absence:

at soon as all the patent assign bats had been checked for form and delivered to us, and while Dr. Rinter and I work and the problem of the Jaint American Study Commany the back up the problem of the Jaint American Study Commany then as satisfied to the exclusive right to the synthetic charact! "Processes. The saturation confront or us was a differential one. In had or anized an American corresponding, among source! Tighty these now processes for anking one week products from oil or gas. Each commany had to make the arrital required in equal alcents, but the converse or instance a process had a five-lightly but the entering one that reprint of the expanses of devoter and and the rest to describe the acceptant.

So for the Joint Study Commany hat undertaken active work on several developments, all origination with I.G. I.G. had the decidant voice on each of the sand methiod could be done through its consent. Although the United States was not at war with largary, we both Egyrid that unless soluthing were

for:, the Joint Study Comeny's business would be libble to should still until moses on a to the world string themseer that with be.

The Vistance procuss had notten involved in counties tions which and been token care of temperarily by an arrace tent Thick or itted Standard to carry on the business country Saite 16:

dially, an arread royalty hoins said directly to I.O. On the synthitic fatty acid and all estacts of the Duna procoseas no definitive on arcial arrangements of any hind had yet him and but Dr. Ristor know of the times on thich we has just been working with ter lear to start a Duna devalorent in the United States.

The met obvious solution was for standard to buy out for such the f.Gleentire interest in the Joint Study to any and related contracts, and then brocked ortifely on its or no marking and the sen manager.

The first disficulty here has the uncertainty as to the volume involved. I did not know how such I.E. had event in developin their processes out it containly was many millions. Presumably they would not can't to sail at a loss. On the other hand. I did not action, standars's Boar, as Directed ors would ist to buy for a live of much in each the German inter at in these me theorems of high only one, the west-part recess had yet to emstrated any parning rawer.

And, is I considered it; there was another arrowarm out the last a cash purchase. Although the United States
was conditied to a relev of for all neutrality in the war which
ked free rames, American sympethics were definitely not with
Gar any. Whitever the considerations with be,
I fold our that Standard would histiate to into a large each
pay and to a Garman concern at this time. There was not

yet any control of foreign exchange in the United States and any such the test and to German nationals would become at once available for use by their government to aid in prospection the ver.

Another possible solution occurse to me. Sta dard with tride its three-eighths interest in the processes in a part of the ports for L.C.'s five-eighths interest in other parts of the ports.

Joint Study Colorany fould present a real problem in France
Soite 87:

end Empland during the var, and that, whatever the outcome of the ver, any German business interest would be uncommunar in these countries for years after and. Standard, he ever, whehed to produce with the new processes in both of these countries as well as in the United States, and was under no present or respective handless. On the other hand, the L.G. wight just for find the solves urged by their inversions) to have the Joint Study Schmeny proceed actively in Italy, Spain, James, or even hussia, on some of those processes. We had a contract right to be informed, and could objekt, but could not block such action.

It looked as though it ould suit both mertios bost if we could part company through a trade of some lind, each party gottime free of an emberrassient and clearing his own read. Since Standard but the amority interest and also instead to keep the united Stable rights as its part of the trade, it looked as though we would have to give up our interest not only in the countries which were definitely in Germany's orbit, including Russia at that time, but also in all the neutral world as well. This was hard to smallow, but I did not think it would be worth while to effer anything less. I wonte

ioned the idea to Dr. Ringer, and he seemed to receive it favorably.

Then we resulted discussion the following day, he seld that the plan was extractive in some ways but seemed to involve too much financial risk for his company. The largest source of income from the processes, he thought, would be the United States. Germany was not at war with the United States and did not expect to be, and he folk that I.G. was entitled to continue to receive its share of Thatever a could be earned from those processes in the United States - Whereas I had proposed that I.G. relinquish its full interest to Standard. In the other hand, he said, the processes for future revenue from the countries other than the United States with not be proportionate. If the proposed trade were under therefore, he

301ta 86:

fall that I.G. was entitled to senothing in eddition to the emchange of jetont rights in the various countries.

Ringer pay, or may not have known at the time, however, senathing I did not learn until the following year — the Maxi reversion had already cade a synthatic rubbar agreement of some hind with the Italian government. Since Ringer had, during our first day together, continued that he expected seen to to to become for technical discussions with the Russians, when we both know to be interested in Duna rubber, it is possible, also, that he foreses the prespect of being required by his government to make some arrangements with Russia concerning Suns. Ringer recognized that Stendard's minoraty interest in the synthatic rubber processes outside Germany was creating difficult problems for the I.S. with their orn government. Apparently because of this ordernass sent, I.G.

had not yet asked its government for mermission to include these Buns assignments in the batch he was dalivering, although he freely acknowledged their obligation to do so, and promised that this you'd be taken cars of at once.

Discussions along these lines, however, needed to set nowhere. Sincer 'as unvilling to gamble on my proposed trade. I me unmilling to suggest a cash purchase. The inmades was finally broken when we arreed that what we both mented, funipmentally, was to dissolve the joint arrangement by dividing the assets on a basis high would be absolutely rair at juints by the original contract. We decided, therefars, to ado it my plan with the provision that both mention would stand ready to review how the trade had worked out in actual operation, and, if it appeared to have been insquitabls, the inequity would be adjusted in some feir ay. Is had come to a point, whose if we were to get out of the stalamate, one; a us mould have to rely on the fairness and convercial integrity of the other to redress any inequibable result of the this harty division of the property. Saite Car

The rate out in lowmans the "Magra Anterestat" which resulted from this discussion at the offices of Standard's Dubeh subsidiery commany in The Hanne and type written somies. Were node form the handwritten draft. The agreement was to become affective only if ratified by our respective conjunter. By this focus ont the entire of mership of the Joint American Study Go. and - with all its "Jasco" processes - for use in the United States, the British and French expires, was to describe the hands of Standard, Standard in turn surrendered to the I.G. all of its own interest and that of the Joint Commany in all these processes for the remainder of the

world. Iraq was need initially as part of Standard's territory because it was a protectorate of England and therefore,
arguably, a part of the British Empire, but we conceded this
sland total later. Perhaps because the agree ent was prevared
in hand-written drafts, it was short and simple. It is reprodhead in the appendix.*

In the outbreak of the war, the Standard exemptives in "av Fork had become concerns subject having I. ", continue as a shareholder in the Standard-I.G. Commany. This was of no great financial consequence, since the shares carried only " a small dividend right, (6 2200 per annua) all the relations earning earnings being paid out as regulates. But continued owner— ship of the shares gave I.G. the right to elect two of the ten directors. This would married I.G. to keep in touch with everything done concerning these important processes throughpont the

* Appendig 5, 265,

Salta 90:

world and thus the jointly council parent canada and company would be setten as a continuing source of information for Germany. If A price should itself come into the war areinst Germany, the I.G. stock would be seized and perhaps sold to speculators who could be of no help to the company but would be entitled to elect two offits directors. Standard's Found had therefore decided to try to warchase the I.G. stock at

once, and their cabled offer of \$ 20,000, the original cost and reasonable value of the stock, had been accepted by I.G.

Consultated in New York, with formal assignments of all the patents obsering the processes which belonged to us in hand or on their way to us, and with a plan for the territorial division of the Joint Study Contany's assets and the incidental acquisition of I.G.'s stock in that company worked out, it canned to us in bonden that overything had been conditted which needed to be done to eliminate the I.G. as varticipants in the sexual handling of the new processes. They would retain their royalty rights in the cil processes, but in the chemical processes all rights in the U.S., England and France would not belong to us.

These changes had been effected without making any ***!

cash payments to Germany save for the 3 20,000 paid for the
Standard-I.G. Commany stock. There had been no time to draft

the longthy contracts, which ordinar by marked each major

stand in the relations of these large corporations. But these
hast, and sublatenized arrangements, like a typical "modus

vivendi" of diplomatic usage, were adequate to form the working framework of a permanent new status between the parties.

Subsequent enchanges of cablegrams and letters confirmed the acceptance of the new fragmork by the parties, made some measury corrections in legal forms, and clarified details such as the Bune process definition in which the eract technical language was an important part of the acceptant.

Soite 92:

CHAPTER VIII

TES EUNITIONS SOARD.

Absatz 2:

It required no military expert to some the potential dangers, and as soon as I had reported to our own directors in New York I asked for an appointment with the Arm and Newy conditions found in Washington. On October 19, 1939, Dr. Problem, Dr. Houkins and I saw the Board and reported that Stendard was taking measures to get the Gormans cut of the woint fitter Commany which cound the Buna processes. We found the learn fully alive to the increasing importance of the rector situation. We discussed what to do next and it was acreed that the best way to make progress would be for Changeri to follow up the discussions with the rubber commandes which had been initiated at our request by ter see of doing 93:

1.4. in lat: 1932 and which had not propressed to the point of laboratory and road testing by these companies of the laterst radio of German Buna S rubber.
Seita 107:

# CHAPTER IX

2. 3000521

To arrived in Easle, Switzerland, in Ad-April of. 1945. The I.G. representatives arrived almost at the same time, and we tesse our principal theiress discussions, which had to to with the clearing up of the Catalytic Research Associates problem. It was troublesses and couplicated, and we found

Cairs 108:

it nacessary to refer several points back to for Fork by telephone and cable. In the intervals of these discussions we took care of several remaining details on Buna rubber which had exist in connection with the setont lists and definitions

infliminating the Hague Agreement. To also breached our proposal to buy a set of designs for the latest type Bergen Buna polymerization unit. Back at home plans and engineering studies were not under may for a Buna plant at our refinory in Baton dough, Lawisiana. This was going to cost several hundred thousand dollars. We had estimated Standard might save as such as \$180,900 if we could buy a complete set of Fordan Gants, but were affect that restrictions on the expert of any warplant plans from Cormany would provent the I.s. from solling them to Beandard. That proved to be the case, The I.S. representatives said there was no use in even raising the question with the Serman authorities.

One other point was very men on our minds. No Wantod to wold sure if possible, that the Germans had not, since
the outbreak of the ver in Surers, undo say radical changes in
their Suns manufacturing processes or formulas. Direct questions were out of order, since the 1.6. men could not discuss
any skase of Germany's industrial war offers. But during the
aptillments of patent transfers and adscussions of license
duffictions mended to implement the Esque Appearant, we obtained sufficient data to feel sure that all of the fundamentals of the Suns operation had remained unchanged. This conclusion was later fully confirmed.

Seis: 1098

He also received at this time news of the death of Dr. Carl.

Bosch, the charman * of the T.S. with whom Standard had repotented its 1929 contract. He had never been abl. to adjust he sold to the Carl regime and had been in failing health and in even webse shirits for some three years. In told no us of his death, has associated in Basic said of his that he was the only wan left in public life in Germany the still stoke his own wind on political questions.

x)

At the time of his death Dr. Bosch was chairman of the Aufsichterst or Shareholders' Committee. Dr. Hermann Schmitz, formerly financial director had succeeded him as head of the Vorstand or Management Board.

Die vorstehende wortgetreue und richtige Abschrift des obigen Sonrifts weckes wird hiermit bescheinigt.

> Horst Pelokmann Rechtsanwalt

## DOCUMENT BOOK III KNIERIEM

CERTIFICATE OF TRUSTATION

23. January 1948.

I, Robert Hoffmann, aGO No. 20 162, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the Document Book III Knieriom.

AGO No. 20 162

"and"

Care 6 Deferiner.

TRIBUNAL VI

SUPPLEMENT to

Document Book III

of

Dr. August von ENIERIEM

Doc.Nr.29 page 273-280

Presented by the defense counsel

Horst PELCENANN attorney-at-law

mung



Dr. von Knieriem Dok. Pr. 29

### affidavit of Frank A. Howard

I, Frank A. Hovere, after having first been warned that I am liable to punishment for making false statements, state herewith under eath and of my own free will the following, being aware of the fact my statements are to be submitted to the Military Tribunal No.VI, Palece of Justice, Incomberg, Germany.

I am a native citizer of the United States now residing at 920 5th Avenue, new York 22, Net York.

I have been requested to furnish this afficevit by a letter from Pochtschwolt Horat Pelok and of Berlin; tree copy of 1 which lotter is annoted hereto and made a part hereof.

I am the outhor of the book "Bunn Published by D.Van of an Industry", copyri thed and published by D.Van Nestrand Company, Inc. of New York in Harch 1947 and reprinted in November 1947.

The biographical cate concerning me given on the publisher's jacket which was furnished as a part of this book, copy which jucket is attached hereto one made a part hereof, is correct.

The facts as stated in chapture I to IN of the said book are all true to the best of my memory, know-ledge, and belief.

In the preparation of the book I checked and supplemented my own knowledge and recollection of the facts stated therein as follows:

Dr. von Knieriem Dok. Mr. 29

First, by examination of contemporaneous documents of Standard Oil Company (A.J.) and its affiliated companies found in a starch code at my request. At the time of this surper I was a vice-president of Standard Oil Company (A.J.) and the search was supervised personally for me by Dr. M.B. Hopkins, who is referred to in the said book.

Second, following my retirement as an executive of Standard Uil Corpony (N.J.) in 1945, I requested the Company to check the remuscript before release for publication for any appearant insecured a of fact.

This check was supervised personally by Mr. .C.Asbury, who is referred to in the book.

Frunk a. hoverd

Sworn to and subscribed before no this 20th day of Jonuary 1948.

Restrand F. Jones Notary Putlic in The State of New York Residing in Kings Dously Kings Co. Cik's No. 52, Rec. ho.51-JE Commission Expired March 30,1948

Dr. won Knierien Dok. 29 COPY Berlin-Charlottenburg 9 Horst Folckmonn Sternstrasse 4 Richtsonvolt Now Nuernberg, Solgerstr. 22 . hovember 25,1947 Mr. Frank Howard c/o Standard 011 Co. 30 Rockefeller Place New York Deer Sir. you are, no doubt, intorned of the trial now pending before the Militarry Tribunal No. VI at Nucrobers against the former leading executive of Ferbenindustries AG. I, the underrigned Ruchtsanwalt Horst Folckrann, have been appointed Chief Defense Counsel for the defendent Dr. August von Kni rice. I og andresping you to-day in his nore, as well as on behalf of and for Rochtsenwelt Dr. Frich Bornet, appointed Chief Defense. Counsel for the defendent Dr. Fritz ter Meer. The indictment proint IC cross other charges acousts IG of not having collaborated loyally and faithfully with their non-C room contract protners in the field of exchange of information to new inventions and devo-lopments and, thereby, weak mine the economic and technical power of the United States for the purpose of proportion on aggressive wer. We are informed that you as one of the executives of Standard Cil (n.J.) are thoroughly finiliar with the contents and execution of the "Jasco-core ment" between Standard Oil (N.J.) and IG. Therefore, we ask you to essist the Tribunal in their andsever to find the truth. For that purpose we would appreciate having on affilevit, that you are the outdor of the book "Bunn Rubber, The Birth of an Industry", published by D. van Nostrand Company, Inc. New York in 1947 and that Chapter I - IX (pages 1 - 112) of this book sentioned to you as the only parts relevent for the Nurerb rg tribletete the true facts to the best of your memory. As regards your afficevit, cortain regulations by Military Tribunal will have to be followed. They refer to the initial clause as well as to the verification of your signature. The unclosed form will give the necessory information. - 275 -

Dr. v.n Knitrion Dok. Hr. 29

- 2 -

I would appreciate it, if you would kindly write the affidured as soon as possible and send it to the address on my head of this letter by air mail.

Y rs very sincercly.

1 enclosure

(signed) Polekronn

### EFFIDAVIT

I, (none and address of afficient), ofter newles first been worned that I as liable to punish and for asking false statements, at to Morewith under oath and of my own free will the following, being names of the first that my statements are to be submitted to the Military Tribunal Nr. VI, Palace of Justice, successors.

(location and date)

(none of efficat)

Cortification by on official person.

Dr. von Knierier Dok. hr. 29

Schutzurschlag des Buches

The Birth of an Industry

BUNA RUBBER

Frank A. H o w : r d

bestchend ous 4 Teilen

Bubert A. Milliken* says of 80m. Ruberk: The Birth of a Industry .....

"I have her the opportunity to 1 k over the proof shoets of this book, not or sure that the history webich it normates on as from the pen of one who knows more about that history than any living person. It therefore represents a contribution of great interest and value to both petroles and rubber chemistry, as well as to the understanding of the political and scientific developments which we read in the noted y connected with both World for I and V. rld War II.

which Mr. Howard has unintained throughout his narrative, in particular his entire freedom from countie criticism in spite of the fact that the book lies in two highly controversial fields, intermetional big business and governmental administration, gives it a unique value as a case history in these fields. It is written with a detachment extraordinarily rare for anybody who was so active a participant in the developments which it narrates. In it Mr. Howard appears not in the role of a propagancist. He is a learly concerned only with getting a factual account of a

Dr. von Anierier Dok. Nr. 29

dry world."

* Nobel prize winner in physics.

Photo des Verfassors Affili tel Photo-C nway

Phase a. HOWARD was, From 1919 until his ration ont in 1945, the principal executive of the Steneard Oil Copiny (N.J.) interests englaced in organizing end directing oil research technical development, and potent and chemical manufacturing activities. An engineer and lavyor by training, on international industrialist by experience, he has been Vice President of Stone dard Oil Capany (k.d.), President of Stancire Oil Development Corpuny, Problemat of Stondard-I.G. Corpuny, o Director of Jases, Inc., to wall as hevine beloinnumerable other executive offices in the petroleuand cllied fields. Do was one of the premizers of the Ethyl Corporation and throughout its bistory has been a director and re bur of its executive condittee. He holds rigest 100 prients on his own inventi ns, relating mainly to the oil musinusp.

Previous to his long affiliation with Standard Oil C repony (N.J.) he was in active practice as a patent lowyer and technical consultant in Chicago and Washington. He is a perbar of the American Association for the Advancement of Science, American Charles' Engineers, and is on the Charles' Engineering Advisory

Dr. von Knierien Dok. 29

Council of Princeton University. He established the annual lectures on industrial research which are sponsored by the National Academy of Science and the National Research Council in cooperation with his Alma Mater, George Washington University.

This is the story of the synthetic rubber industry; an absorbing, behind-the-scenes e c c o u n t of the building of a new incustry on a rest scale with rost of the world as its scene of action. It is no objective study of the many sides of a controversy that stirred wide public interest; a case history representing the chapter of vital i part in the history of Aruriann industry and economies.

Build RUBbill is on on rossin, record of the events that attended the rowth of bune production from the days when the beginnings had to be race from foreign potents and research to the present when it make as an industry of for-reaching importance to the nation and the profest new factor in world trade. It chronicles the end of mortime evergency to relive the threatened rubber feedness in this country. It is a factual negretive written from the front lines of the new industry, by the car who has been a principal factor is synthetic rubber development and who has quided it from its earliest days into the mainstreem of industrial progress.

Framents of this story have been pieced together and cited many times before to prove a particular thesis.

Dr. von Knierier Dek. Nr. 29

his toric facets - ckeleidoscope of the activities of his business encared in what is perhaps its rost difficult and constructive task-the creation of new industries.

Copy of Jacket of Book "Bune Rubber" referred to in my affidavit of Jon. 20,1948

Frank A. Howard

Die vortgetraue und richtige Abschrift des oblien. Schriftstuseks wird him it beschrinigt.

> Horst Pelekrana Rechts avelt

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